

# Monterey County

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



## Meeting Agenda - Final-Revised

Tuesday, August 23, 2022

9:00 AM

<https://montereycty.zoom.us/j/224397747>

### Board of Supervisors

*Chair Supervisor Mary L. Adams - District 5*

*Vice Chair Supervisor Luis A. Alejo - District 1*

*Supervisor John M. Phillips - District 2*

*Supervisor Chris Lopez - District 3*

*Supervisor Wendy Root Askew - District 4*

**Important Notice Regarding COVID 19**

Based on AB361 and recommendation of the Monterey County Health Officer, in order to minimize the spread of the COVID 19 virus, please do the following:

1. While the Board chambers remain open, you are strongly encouraged to 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](http://www.youtube.com/c/MontereyCountyTV) or <https://www.facebook.com/MontereyCoInfo/>

If you attend the Board of Supervisors meeting in person, it is recommended to maintain appropriate social distancing, i.e., maintain a 6-foot distance between yourself and other individuals.

2. 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 two 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](mailto: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.

**Aviso importante sobre COVID 19**

Según AB361 y la recomendación del Oficial de Salud del Condado de Monterey, para minimizar la propagación del virus COVID 19, haga lo siguiente:

1. Mientras las cámaras de la Junta permanezcan abiertas, se le recomienda encarecidamente que observe 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](http://www.youtube.com/c/MontereyCountyTV) o <https://www.facebook.com/MontereyCoInfo/>

Si asiste a la reunión de la Junta de Supervisores en persona, se recomienda mantener un distanciamiento social adecuado, es decir, mantener una distancia de 6 pies entre usted y otras personas.

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

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](mailto:cob@co.monterey.ca.us). En un esfuerzo por ayudar al Secretario a identificar el ítem de la agenda relacionado con su comentario público, por favor indique en la Línea de Asunto, el cuerpo de la reunión (es decir, la Agenda de la Junta de Supervisores) y el número del ítem (es decir, el Ítem No. 10). Su comentario se colocará en el registro en la reunión de la Junta.

B. puede 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 los siguientes números:

+1669900 6833 EE. UU. (San José)

+ 1346248 7799 EE. UU. (Houston)

+1312626 6799 EE. UU. (Chicago)

+1929205 6099 EE. UU. (Nueva York)

+1 253215 8782 EE. UU.

+1 301 715 8592 EE. UU.

Ingrese este número de identificación de la reunión: 224397747 cuando se le solicite. Tenga en

**cuenta que no hay un código de participante, simplemente presionará # nuevamente después de que la grabación le indique.**

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

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

**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.**

**Pursuant to AB361 some or all Supervisors may participate in the meeting by telephone or video conference.**

**9:00 A.M. - Call to Order**

**Roll Call**

**Additions and Corrections for Closed Session by County Counsel**

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
    - (1) Designated representatives: Irma Ramirez-Bough and Ariana HurtadoEmployee Organization(s): Change All Units to Units R, S and X (REVISED VIA SUPPLEMENTAL)
  - b. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
    - (1) Property: Laguna Seca Recreation AreaAgency Negotiator(s): Randy Ishii, Director of Public Works Facilities and Parks and Leslie J. Girard, County Counsel  
Negotiating Parties: A&D Narigi Consulting LLC and Friends of Laguna Seca  
Under negotiation: Price and terms
  - c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment of the position of County Administrative Officer.
  - d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.
    - (1) Application to file late Claim - Gloria Rodriguez
  - e. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.

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

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

h. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Richard Storms, Jr. v. County of Monterey, et al. (U.S. District Court for the Northern District of California Case No. 20CV07913NC)

(2) Malcolm Gray (Worker's Compensation Appeals Board No. ADJ8228976)

(3) Scott Ranan (Worker's Compensation Appeals Board No. ADJ8400942)

(4) Sharon Gold (Worker's Compensation Appeals Board No. ADJ12173002)

#### **Public Comments for Closed Session**

#### **The Board Recesses for Closed Session Agenda Items**

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

#### **Roll Call**

#### **Pledge of Allegiance**

#### **Additions and Corrections by Clerk**

#### **Ceremonial Resolutions**

2. Adopt a resolution honoring Deputy Probation Officer II Kathy Longoria upon her retirement from the Monterey County Probation Department after more than 25 years of dedicated County service. (Supervisor Adams)

**Attachments:** [Ceremonial Resolution - Kathy Longoria](#)

3. Adopt a resolution proclaiming August as Artist Appreciation Month in the County of Monterey. (Supervisor Adams)

**Attachments:** [Ceremonial Resolution - Artist Appreciation Month](#)

4. Adopt a resolution honoring Mari Beraz upon her retirement after thirty-three years of dedicated service with the County of Monterey. (Supervisor Alejo)

**Attachments:** [Ceremonial Resolution - Mari Beraz](#)

5. Adopt a resolution commending Deputy Sheriff Reed Fisher upon his retirement after sixteen years of public service with the Monterey County Sheriff's Office.  
(Supervisor Adams)

**Attachments:** [Ceremonial Resolution - Reed Fisher](#)

6. Adopt a resolution commending Deputy Sheriff Joseph Martinez upon his retirement after twenty-two years of public service with the Monterey County Sheriff's Office.  
(Supervisor Adams)

**Attachments:** [Ceremonial Resolution - Joseph Martinez](#)

7. Adopt a resolution honoring the City of Seaside Community Vaccine Action Team's work to combat the spread of COVID-19 and increase vaccination rates in the City of Seaside. (Supervisor Askew)

**Attachments:** [Ceremonial Resolution - Community Vaccine Action Team](#)

8. Adopt a resolution honoring and celebrating the life of Señora Silvia Huerta for her lifelong dedication to social justice and activism in the County of Monterey.  
(Supervisor Alejo)

**Attachments:** [Ceremonial Resolution - Silvia Huerta](#)

### **Appointments**

9. Appoint Dr. Bettye J. Saxon to the Natividad Center Board of Trustees with a term expiration date on August 1, 2023. (Nominated by Natividad Medical Center Board of Trustees)

**Attachments:** [Notification to Clerk of Appt. - Dr. Bettye J Saxon](#)

10. Appoint Aimee Dahle to the Monterey County Regional Fire District Board of Directors to fill an unexpired term ending on March 1, 2025. (Nominated By District 5, Supervisor Adams)

**Attachments:** [Notification to Clerk of Appt. - Aimee Dahle](#)

11. Reappoint Paola Berthoin to the Carmel Valley Road Advisory Committee representing Mid-Valley with a term ending on August 23, 2025. (Nominated By District 5, Supervisor Adams)

**Attachments:** [Notification to Clerk of Appt. - Paola Berthoin](#)

12. Reappoint Charles Franklin to the Carmel Valley Road Advisory Committee as an Alternate of Carmel Valley Village with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Attachments:** [Notification to Clerk of Appt. - Charles Franklin](#)

13. Appoint Kakani Young to the Carmel Valley Road Advisory Committee as an Alternate of Carmel Valley Village with a term ending on August 23, 2025. (Nominated By District 5, Supervisor Adams)

**Attachments:** [Notification to Clerk of Appt. - Kakani Young](#)

14. Reappoint Patricia Bernardi to the Carmel Valley Road Advisory Committee as a Primary of Mid-Valley with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Attachments:** [Notification to Clerk of Appt. - Patricia Bernardi](#)

15. Reappoint Steve Hubbard to the Carmel Valley Road Advisory Committee as an Alternate of Cachagua with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Attachments:** [Notification to Clerk of Appt. - Steve Hubbard](#)

16. Appoint Marisa Hernandez to the Commission on the Status of Women with a term ending February 1, 2025. (Nominated By District 2, Supervisor Phillips)

**Attachments:** [Notification to Clerk of Appt. - Marisa Hernandez](#)

17. Reappoint Marc Davidian to the Carmel Highlands Fire Protection District with a term ending on June 30, 2024. (Nominated By District 5, Supervisor Adams)

**Attachments:** [Notification to Clerk of Appt. - Marc Davidian](#)

18. Appoint Winifred Chambliss to the Community Action Commission as a Public Sector Representative with a term ending on August 23, 2025. (Nominated By District 4, Supervisor Askew)

**Attachments:** [Notification to Clerk of Appt. - Winifred Chambliss](#)

**Approval of Consent Calendar – (See Supplemental Sheet)**

19. See Supplemental Sheet

**General Public Comments****20. 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**

- 21. a.** Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.
- b.** Provide direction to staff as appropriate.

**Attachments:**     [Board Report](#)  
                          [DA MilitaryEquip\\_Ordinance wAttachment \(INCORRECT ORD ATTACHED\)](#)  
                          [Revised DA military equipment ordinance final \(CORRECT ORD\)](#)  
                          [DA MilitaryEquip\\_Ordinance w Attachment \(CORRECT ORD W/ATTACHMENT\)](#)

**12:00 P.M. - Recess to Lunch****1:30 P.M. - Reconvene****Roll Call****Scheduled Matters**

- 22. PLN150669-AMD1 - MARTIN WILLIAM H & SIMONA H TRS (FORMERLY NASE WERNER JR. TRUST)**  
Public hearing to consider:
- a. Terminating the Conservation and Scenic Easement on the Martin William H & Simona H TRS (Formerly Nase Werner Jr. Trust) property;
  - b. Finding that termination of the Conservation and Scenic Easement does not require additional environmental review under CEQA Guidelines section 15162.
  - c. Authorizing the Chair to execute the Termination Agreement and Quitclaim Deed; and
  - d. Directing the Clerk of the Board to submit the Termination Agreement and Quitclaim Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

Project Location: 1412 Lisbon Lane, Pebble Beach  
Proposed CEQA action: Finding that termination of the Conservation and Scenic Easement does not require additional environmental review under CEQA Guidelines section 15162.

**Attachments:**     [Board Report](#)  
                          [Attachment A - Draft Resolution](#)  
                          [Attachment B – Draft Termination Agreement](#)  
                          [Attachment C – Quitclaim Deed](#)  
                          [Attachment D – Vicinity Map](#)  
                          [Attachment E – Biological letter prepared by Pat Regan \(September 6, 2021, and Janu](#)  
                          [Attachment F – Planning Commission Resolution No. 17-035](#)  
                          [Attachment G – Initial Study Mitigated Negative Declaration for the](#)  
                          [Werner Nase Jr](#)  
                          [Attachment H – Mitigation Monitoring Plan adopted with](#)  
                          [Resolution No. 17-035](#)

23. a. Receive a presentation from the Housing and Community Development Department on its existing Special Events Program; and  
b. Discuss and provide direction regarding possible revisions to the Special Events Program, instituting a fee for special event applications, and the appropriateness of an unruly gathering ordinance; and  
c. Provide further direction to staff as appropriate.  
Project File No.: REF150053/REF150054

**Attachments:**     [Board Report](#)  
                          [Attachment A – Special Event Information Questionnaire](#)  
                          [Attachment B – City of Salinas, Article XI.](#)

24. a. Receive a presentation regarding the County Climate Action Plan and Municipal Climate Action Plan and provide direction to staff in regard to the development of these plans.

**Attachments:**     [Board Report](#)

25. Introduce, waive reading of, and set September 6, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board’s conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023,

and add FY 21-22 Quarter 4 to that conditional waiver.

- Attachments:**     [Board Report](#)  
                          [A. Draft ordinance \(redline version\)](#)  
                          [B. Draft ordinance \(signed clean version\)](#)

**New Referrals**

**26. New Referrals**

- Attachments:**     [Board Referral Matrix 8-23-22](#)  
                          [Ref No 2022.18 \(Alejo-Askew\) Monitoring of FCS Programs and Services \(NEWLY ADDED on 8-19-22\)](#)  
                          [Ref No 2022.17 \(Lopez\) Elections Fee Schedule – Recounts \(NEWLY ADDED on 8-19-22\)](#)

**Other Board Matters**

**County Administrative Officer Comments**

**27. County Administrative Officer Comments**

**Board Comments**

**28. Board Comments**

**Read Out from Closed Session by County Counsel**

**Adjournment**

---

**Supplemental Sheet, Consent Calendar****Natividad Medical Center**

29. a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute each of the following Professional Services Agreements with Ian Atkinson MD, Inc.; Claire Hartung MD, Inc.; Adrian Jordan MD, and Natalie LaCorte MD, Inc. to provide hospitalist services each for the period August 26, 2022 to September 30, 2024, and each for an amount not to exceed \$300,000; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$30,000) of the original contract amount and do not significantly change the scope of work.

**Attachments:**     [Board Report](#)  
                          [Adrian Jordan Agreement](#)  
                          [Claire Hartung Agreement](#)  
                          [Ian Atkinson Inc Agreement](#)  
                          [Natalie La Corte Inc Agreement](#)

30. a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute the Third Amendment to the Professional Services Agreements with Nathaniel Uchtmann, M.D. to provide pediatric and adult hospitalist physician services, extending the term by twelve months (July 1, 2023 to June 30, 2024) for a revised full agreement term of July 1, 2019 to June 30, 2024, and adding \$200,000 for a revised not to exceed amount of \$300,000 in the aggregate; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

**Attachments:**     [Board Report](#)  
                          [Nathaniel Uchtmann MD Amendment 3](#)  
                          [Nathaniel Uchtmann MD Amendment 2](#)  
                          [Nathaniel Uchtmann MD Amendment 1](#)  
                          [Nathaniel Uchtmann MD Agreement](#)

31. Ratify execution by the Chief Executive Officer for Natividad Medical Center (NMC) a Memorandum of Understanding (MOU) with Salinas Union High School District for the provision by NMC personnel of on-site sports physicals for student athletes of the school district, for no exchange of money, and with an agreement term August 4, 2022 through June 1, 2023.

**Attachments:** [Board Report](#)  
[Salinas Union High School District MOU for sports physicals](#)

### Health Department

32. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15270 between the County of Monterey and Harmony at Home retroactive to July 1, 2022, for the provision of Prevention and Early Intervention Youth based teen success program, bullying prevention and intervention services which increases FY 2022-23 funding amount by \$264,000, and extends terms by one year and adds \$430,120 for FY 2023-24, for a new total Agreement amount not to exceed \$1,026,360 for the full-term of July 1, 2021 through June 30, 2024.

**Attachments:** [Board Report](#)  
[Amendment No 2](#)  
[Amendment No 1](#)  
[Agreement](#)

33. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and the City of Carmel-by-the-Sea (City), for the term retroactive to July 1, 2022 to June 30, 2024 for the use of the Animal Services Center and the provision of other animal services; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**Attachments:** [Board Report](#)  
[Agreement](#)

34. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15246 between the County of Monterey and National Alliance on Mental Illness, Monterey County (NAMI MC), for the provision of education, support, information and referrals to those affected by mental illnesses, retroactive to July 1, 2022, which adds funding in the amount of \$80,000 for FY 2022-2023, and \$80,000 for FY 2023-2024 for a new total Agreement not to exceed \$520,000 for the full-term of July 1, 2021 - June 30, 2024.

**Attachments:** [Board Report](#)  
[Amendment No 1](#)  
[Agreement](#)

35. a. Ratify the execution by the Director of Health of the non-standard Agreement between the County of Monterey and Heluna Health to provide Public Health Microbiologist (PHM) training and to participate in the California Department of Public Health's (CDPH's) Continuity of Operations Plan (COOP) for statewide emergency/surge laboratory testing, with a retroactive start date of July 1, 2021 through December 15, 2022, for a total agreement amount of \$160,000; and  
b. Approve nonstandard risk provisions in Agreement as recommended by the Director of Health.

**Attachments:**     [Board Report](#)  
                          [Agreement](#)

36. a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement between the County of Monterey and Central Coast VNA and Hospice, Inc. for the term retroactive to July 22, 2022 to November 15, 2022 in the amount not to exceed \$129,000 for pop-up COVID-19 vaccination clinics in under-served County areas; and  
b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$12,900) of the original contract amount and do not significantly change the scope of work.

**Attachments:**     [Board Report](#)  
                          [Agreement](#)

37. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Non-Standard Agreement between the County of Monterey and BSK Associates in the amount of \$600,000 to provide Environmental Laboratory testing and analysis services for the term of September 1, 2022, through August 31, 2025; and  
b. Approve and authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) (\$60,000) of the original contract amount.

**Attachments:**     [Board Report](#)  
                          [Agreement](#)  
                          [Exhibit A](#)

38. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding template for the provision of therapeutic

services and mental health supports to students with each of the following Monterey County School Districts (“School Districts”): Gonzales Unified, Greenfield Union, Monterey County Office of Education for Monterey County Home Charter School, Monterey Peninsula Unified, Salinas City Elementary, Salinas Union High, San Ardo Elementary, Santa Rita Union, and Soledad Unified for a total maximum amount for all School Districts not to exceed \$2,422,854 revenue to the County, for a total not to exceed amount per School District as outlined in Exhibit A, retroactive to July 1, 2022 for a term through June 30, 2023; and

- b. Approve non-standard insurance and Indemnification provisions in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to each MOU that in total do not exceed ten percent (10%) of the initial liability of each MOU, as shown in Exhibit A, and that do not significantly change the scope of services.

**Attachments:**     [Board Report](#)  
                          [Memorandum of Understanding](#)  
                          [Exhibit A](#)

39. a. Approve and authorize the Director of Health, to sign a Quotation Purchase Agreement (“Agreement”) with Esaote North America, for the purchase of extended services warranty for one (1) ultrasound machine with serial number #1749 and related software and warranty, for use in the Monterey County Health Department Alisal Health Center clinic, retroactive to March 6, 2022 for a term through March 05, 2027, for a total contract liability of \$13,750; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
  - c. Authorize the Director of Health or Assistant Director of Health or their designees to sign up to three (3) future amendments to the Agreements where the amendments do not significantly change the scope of work and do not exceed 10% (\$1,375) in the aggregate.

**Attachments:**     [Board Report](#)  
                          [Agreement](#)

40. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Substance Use Disorder Treatment Services Agreement A-15296 between the County of Monterey and Community Human Services retroactive to July 1, 2021 for the provision of alcohol and drug recovery services adding \$81,109 in Fiscal Year (FY) 2021-22 and \$436,974 in FY 2022-23, for a new total Agreement amount not to exceed \$8,811,899 for a term of July 1, 2021 through June 30, 2023.

**Attachments:**     [Board Report](#)  
                          [Amendment No. 2](#)  
                          [Amendment No. 1](#)  
                          [Agreement](#)

41. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and the City of Marina (City) for the use of the Animal Services Center and the provision of other animal services for the term retroactive to July 1, 2022 through June 30, 2024; and  
b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**Attachments:**     [Board Report](#)  
                          [Agreement](#)

42. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between Discovery Practice Management, Inc. dba Center for Discovery for the provision of eating disorder intensive outpatient and residential treatment services retroactive to July 1, 2022, in the amount of \$328,700 for Fiscal Year (FY) 2022-23, \$328,700 for FY 2023-24, and \$328,700 for FY 2024-25, for a total Agreement amount not to exceed \$986,100 for the term July 1, 2022 through June 30, 2025;  
b. Approve non-standard insurance and template provisions in Agreement as recommended by the Director of Health; and  
c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$98,610) of the original Agreement amount and do not significantly change the scope of services.

**Attachments:**     [Board Report](#)  
                          [Agreement](#)

43. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15247 between The County of Monterey and The Village Project, Inc. for the provision of Prevention and Early Intervention Outreach and Engagement services retroactive to July 1, 2022 which adds \$140,000 in FY 2022-23 and \$510,000 in FY 2023-2024, for a new total Agreement amount not to exceed \$1,390,000 for a term of July 1, 2021 through June 30, 2024.

**Attachments:** [Board Report](#)  
[Amendment No. 2](#)  
[Amendment No. 1](#)  
[Agreement](#)

44. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Mental Health Services Agreement between the County of Monterey and Psynergy Programs, Inc. for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$2,826,243 for the retroactive term of July 1, 2022 through June 30, 2023; and  
b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$282,624) of the original Agreement amount and do not significantly alter the scope of services.

**Attachments:** [Board Report](#)  
[Agreement](#)

#### **Department of Social Services**

45. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a zero cost agreement with the California Community Action Partnership Association to gain access to a Community Action Virtual Onboarding Course for the period of September 1, 2022 through February 28, 2025; and  
b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not encompass payment or significantly change the scope of services.

**Attachments:** [Board Report](#)  
[Agreement](#)

46. Adopt a resolution to approve and authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the Capital Project Fund, Fund 404, Appropriations Unit PFP057, by \$715,762, funded by an operating transfer in from Military & Veterans Affairs, Fund 001, Appropriations Unit SOC003 for the Marina Coastal Veterans Office Remodel (4/5ths vote required).

**Attachments:** [Board Report](#)  
[Attachment A - MVAO Transfer to Public Works CIP Fund 404.pdf](#)  
[Resolution.docx](#)

#### **Criminal Justice**

---

47. Adopt a Resolution to approve the proposed amendments to the Conflict of Interest Code of the Probation Department of the County of Monterey.

**Attachments:** [Board Report](#)  
[Attachment A - Probation Conflict of Interest Code 2004](#)  
[Attachment B - Probation Conflict of Interest Code -clean version](#)  
[Attachment C - Resolution](#)

48. a. Approve and authorize the Contracts/Purchasing Officer to execute a Professional Services Agreement (“PSA”) with Shane M. Kelly for legal representation in indigent adult criminal cases, through the Alternate Defenders Office, with a term of September 1, 2022 through June 30, 2023, in the amount of \$90,562;
- b. Approve non-standard insurance provisions in PSA, as recommended by the Public Defender; and
- c. Approve and authorize the Contracts/Purchasing Officer to execute up to three (3) amendments, each extending the term by one (1) fiscal year per amendment, provided the amendments do not significantly change the scope of work and do not exceed ten percent (10%) (\$9,056) of the original contract amount.

**Attachments:** [Board Report](#)  
[\(ADO\) PSA FY22-23 S. Kelly](#)

49. a. Amend the District Attorney’s (2240-8063-DIS001) Adopted Budget to reallocate four (4) Legal Secretary II positions (80B22) to three (3) Legal Secretary III (80B26) and one (1) Administrative Services Assistant (14C70) positions as indicated in attachment A (4/5ths vote required);
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

**Attachments:** [Board Report](#)  
[Attachment A - District Attorney](#)

50. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to Amend Agreement No. A-15703 with Precision Survey Supply, LLC., to include leasing services with GreatAmerica Financial Services Corporation for Laser Scanner equipment, effective from the date of execution through June 30, 2027.

**Attachments:** [Board Report](#)  
[Attachment A - GreatAmerica Agreement.pdf](#)  
[Attachment B - Precision Survey Standard Agreement.pdf](#)  
[Attachment C - Precision Survey Exhibit A.pdf](#)  
[Attachment D - Precision Survey Completed Board Order.pdf](#)

51. Adopt a Resolution to:
- a. Amend the Sheriff's Office Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003 to reallocate and approve the reclassification of one (1) Management Analyst III to one (1) Program Manager II as indicated in Attachment A;
  - b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

**Attachments:**     [Board Report](#)  
                          [Attachment A](#)  
                          [Resolution](#)

### **General Government**

52. a. Approve and authorize the Chief Information Officer to sign a non-standard Site Lease Agreement with the Emily Gardner - Jamesburg Relay Communication Site for an amount not to exceed \$111,000, retroactive to July 1, 2022, and ending on June 30, 2042; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer or designee to execute up to two (2) future amendments, subject to County Counsel review, provided the amendments do not significantly change the scope of work and do not alter the non-standard terms of the Site Lease Agreement.

**Attachments:**     [Board Report](#)  
                          [Jamesburg Relay Communication Site Lease Agreement executed](#)

53. Approve and authorize the County Clerk/Recorder (CCR) to execute an agreement with BMI Imaging Systems, Inc. (BMI), to provide a Digital Reel System Upgrade, for the term beginning September 1, 2022, through June 30, 2024, for a total contract amount of \$47,720.

**Attachments:**     [Board Report](#)  
                          [Service Agreement](#)

54. Approve and authorize the Chief Information Officer of the Information Technology Department to execute Amendment No 2 to the Site Lease Agreement with Weathertop Ranch, LLC to make site and radio communications equipment modifications in preparation for termination of the lease, and closure of the site for a final lease amount not to exceed \$100,000.

**Attachments:** [Board Report](#)  
[Radio Site Lease Agreement](#)  
[Amendment No. 1](#)  
[Amendment No. 2](#)

55. Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: June through July 2022.

**Attachments:** [DRAFT BOS Minutes 6-1-2022](#)  
[DRAFT BOS Minutes 6-2-2022](#)  
[DRAFT BOS Minutes 6-14-2022](#)  
[DRAFT BOS Minutes 6-21-2022](#)  
[DRAFT BOS Minutes 7-12-2022](#)  
[DRAFT BOS Minutes 7-19-2022](#)  
[DRAFT BOS Minutes 7-26-2022](#)

56. Adopt the Board of Supervisors' meeting schedule for the calendar year 2023.

**Attachments:** [Proposed Board Meeting Schedule 2023](#)

57. It is recommended that the Board of Supervisors to adopt a resolution to:
- Approve the submittal of a grant funding application, retroactive to March 15, 2022, by the Monterey County Office of Emergency Services (OES) to the Governor's Office of Emergency Services (CalOES), LISTOS California (LC) Community Emergency Response Teams (CERT) Support Grant Program, in the amount of \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023, for the OES Big Sur and Carmel Valley CERT disaster response training and training/response equipment; and
  - Authorize the Emergency Services Manager, or designee, from the Monterey County Office of Emergency Services to execute, receive, manage, and enter into a contract with the Governor's Office of Emergency Services for a \$15,000 grant, for the 2022 LISTOS California Community Emergency Response Team Support grant from the Governor's Office of Emergency Services; and
  - Authorize and direct Auditor-Controller to amend the Fiscal Year 2022-2023 Adopted Budget for the Office of Emergency Services (024-1050-CAO023-8412) to increase appropriations and estimated revenues by \$15,000 funded the augmentation of grant revenues from the Governor's Office of Emergency Services (Cal OES), (4/5th vote required.)

**Attachments:** [Board Report](#)  
[Resolution](#)  
[OES Big Sur LISTOS Grant](#)

58. Receive a report that provides updates on the implementation of Citygate recommendations and alternative enhancements for the Cannabis Program.

**Attachments:** [Board Report](#)  
[A. FY 21-22 Q4 Update on Citygate Recommendations and Alternative Enhancements](#)  
[B. FY 21-22 Q4 Update on Cannabis Program SMART Goals, Performance Indicators, and Other Outcomes](#)

59. Receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2022 for the meetings held on January 26, 2022, February 23, 2022, March 30, 2022, April 25, 2022, and May 25, 2022.

**Attachments:** [Board Report](#)  
[1-26-22 BC Minutes](#)  
[2-23-22 BC Minutes](#)  
[3-30-22 BC Minutes](#)  
[4-25-22 BC Minutes](#)  
[5-25-22 BC Minutes](#)

60. Adopt a Resolution to:
- Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
  - Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
  - Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

**Attachments:** [Board Report](#)  
[Board Report - Redline \(REVISED\)](#)  
[Board Report - Clean \(REVISED\)](#)  
[Attachment A](#)  
[Resolution](#)  
[Resolution - Redline \(REVISED\)](#)  
[Resolution - Clean \(REVISED\)](#)

### **Public Works, Facilities and Parks**

61. Approve and authorize the Contracts/Purchasing Officer or Contracts Purchasing

Supervisors to execute a Standard Agreement between the County of Monterey and Val's Plumbing & Heating, to provide routine plumbing maintenance work for County-owned and managed facilities, for a total not to exceed amount of \$50,000, with a retroactive term from December 12, 2021 to December 11, 2022.

**Attachments:**     [Board Report](#)  
                          [Attachment A - Standard Agreement](#)

62. a. Award a contract to Granite Rock Company, the lowest responsible bidder for the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671 in the total amount of \$1,327,542;
- b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company;
- c. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$132,754 to provide funding for approved contract change orders for Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671;
- d. Authorize the Director of Public Works, Facilities and Parks to execute the contracts and, subject to the provisions of the Public Contract Code and Board Policies as applicable, approve change orders to the contract that do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work; and
- e. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with Plans and Special Provisions for the construction of the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671.

**Attachments:**     [Board Report](#)  
                          [Attachment A - Contracts, Bonds & Insurance](#)  
                          [Attachment B - Project Budget](#)  
                          [Attachment C - Location Map](#)

63. a. Approve Amendment No. 5 to Professional Services Agreement No. A-12657 with TRC Engineers, Inc. to provide bidding and construction support services associated with the completion of the Bradley Road Bridge Scour Repair, County Bridge No. 448, Request for Qualifications (RFQ) #10490, to: increase the not to exceed amount by \$222,008 for a total amount not to exceed \$974,381; and extend the expiration date for one (1) additional year through December 31, 2024, for a revised term from March 10, 2015 to December 31, 2024;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to

execute Amendment No. 5 to Professional Services Agreement No. A-12657; and  
c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Professional Services Agreement No. A-12657 to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

**Attachments:**     [Board Report](#)  
                          [Attachment A - Amendment No. 5 to PSA - Signed](#)  
                          [Attachment B - Amendment No. 4 to PSA](#)  
                          [Attachment C - Amendment No. 3 to PSA](#)  
                          [Attachment D - Amendment No. 2 to PSA](#)  
                          [Attachment E - Amendment No. 1 to PSA](#)  
                          [Attachment F - PSA](#)  
                          [Attachment G - Project Budget](#)  
                          [Attachment H - Location Map](#)  
                          [Attachment I - Summary of PSA](#)  
                          [Attachment J - Summary of PSA Annual Expenditures and Balance](#)

64. a. Approve submittal of a grant funding application for the CSA-75 Chualar Wastewater System Consolidation Project to apply for a \$4.4 million planning grant from the State of California - Clean Water State Revolving Fund grant program;  
b. Adopt a Resolution authorizing the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as agent for the County in processing all documentation to secure these funds; and  
c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

**Attachments:**     [Board Report](#)  
                          [Attachment A - Draft Resolution](#)

65. Approve and authorize the Monterey County Laguna Seca Representative (MCLSR) to execute an Event Agreement (Agreement) between Porsche Cars North America, Inc. (Porsche) and the County of Monterey (County) for a motorsports event at WeatherTech® Raceway at Laguna Seca (WRLS) with event dates beginning September 28 through October 1, 2023.

**Attachments:**     [Board Report](#)  
                          [Attachment A-Proposed Event Agreement-Porsche](#)

66. Adopt a resolution to:  
a. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations for Other Financing Uses, Fund 001, Unit 8038,

Appropriation Unit CAO017 by \$1,954,013 financed by a decrease in appropriations of \$977,007 in Contingencies, Fund 001, Unit 8034, Appropriation Unit CAO020, and a release of \$977,006 in the Cannabis Tax Assignment 001-3132 (4/5ths vote required);

b. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget by increasing appropriations and operating transfers in by \$1,954,013 for Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057, financed by an operating transfer out of \$1,954,013 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 for costs related to settlement and closeout of the Jail Housing Addition Project 8819 (4/5ths vote required); and

c. Authorize and direct the Auditor-Controller to transfer \$1,954,013 for FY 2022-23 to Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

**Attachments:**     [Board Report](#)  
                          [Attachment A - Resolution](#)

#### **Addenda/Supplemental**

##### **67. Addenda/Supplemental**

###### Closed Session

1. a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

(1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado

Employee Organization(s): Units R, S and X

Correct Ordinance Attached - Scheduled AM

21. a. Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.

b. Provide direction to staff as appropriate.

26. New Referrals - Referrals added

Revised Board Report and Resolution - General Government Consent

60. Adopt a Resolution to:

a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate one (1)

- Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
  - c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.



# Monterey County

## Item No.1

### Board Report

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

Legistar File Number: CS 22-031

August 23, 2022

**Introduced:** 8/1/2022

**Current Status:** Agenda Ready

**Version:** 2

**Matter Type:** General Agenda Item

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

a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

(1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado

Employee Organization(s): Change ~~All Units to~~ Units R, S and X (REVISED VIA SUPPLEMENTAL)

b. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

(1) Property: Laguna Seca Recreation Area

Agency Negotiator(s): Randy Ishii, Director of Public Works Facilities and Parks and Leslie J. Girard, County Counsel

Negotiating Parties: A&D Narigi Consulting LLC and Friends of Laguna Seca

Under negotiation: Price and terms

c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment of the position of County Administrative Officer.

d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.

(1) Application to file late Claim - Gloria Rodriguez

e. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.

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

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

h. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) *Richard Storms, Jr. v. County of Monterey, et al.* (U.S. District Court for the Northern District

of California Case No. 20CV07913NC)

(2) Malcolm Gray (Worker's Compensation Appeals Board No. ADJ8228976)

(3) Scott Ranan (Worker's Compensation Appeals Board No. ADJ8400942)

(4) Sharon Gold (Worker's Compensation Appeals Board No. ADJ12173002)



# Monterey County

## Item No.2

### Board Report

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

Legistar File Number: CR 22-093

August 23, 2022

**Introduced:** 6/30/2022

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a resolution honoring Deputy Probation Officer II Kathy Longoria upon her retirement from the Monterey County Probation Department after more than 25 years of dedicated County service.

(Supervisor Adams)

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

**Resolution No.:**

Adopt a resolution honoring Deputy Probation Officer II Kathy Longoria upon her retirement from the Monterey County Probation Department after more than 25 years of dedicated County service .... )

WHEREAS, **Kathy Longoria** began her public service career at Monterey County Communications in 1997, as a Communications Dispatcher, transferred to the Monterey County Sheriff's Office in 1998, as a Forensic Evidence Technician and then to Monterey County Probation in 2004 as a Deputy Probation Officer.

WHEREAS, **Kathy Longoria** has held positions in Adult Field Services, Pretrial Services, and Adult Court Investigations;

WHEREAS, during her tenure **Kathy Longoria** consistently displayed good judgment with sound recommendations to the Courts, and was recognized as an experienced and dependable officer, valued for her ability to work quickly and efficiently;

WHEREAS, **Kathy Longoria** was selected as Employee of the Quarter 2010 for her work on the process of evidence collection and logging, including officer accountability for accuracy;

WHEREAS, **Kathy Longoria** distinguished herself for her dedication, knowledge and effort in the development of the Pre-Trial Services Program;

WHEREAS, **Kathy Longoria** was recognized for her professionalism and teamwork, and was highly regarded by her peers and colleagues; and

WHEREAS, **Kathy Longoria** has chosen to retire from the Monterey County Probation Department after more than 25 years of dedicated service, effective August 13, 2022. As she enters a new stage in her life, those who have been fortunate in working with her will remember her dedication to the Probation Department, her colleagues, her clients and their families, and to the residents of Monterey County.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors of the County of Monterey, on behalf of the County and all of its residents thereof, hereby acknowledges, commends, and thanks Deputy Probation Officer II **Kathy Longoria** for her contributions to Monterey County and wishes her success and contentment in her retirement.

PASSED AND ADOPTED on this , 2022 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



# Monterey County

## Item No.3

### Board Report

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

Legistar File Number: CR 22-098

August 23, 2022

**Introduced:** 7/12/2022

**Version:** 1

**Current Status:** Ceremonial Resolution

**Matter Type:** Ceremonial Resolution

Adopt a resolution proclaiming August as Artist Appreciation Month in the County of Monterey.  
(Supervisor Adams)

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

**Resolution No**

Adopt a resolution proclaiming August as **Artist Appreciation Month in the County of Monterey**

**WHEREAS**, artists are the backbone of community culture, creating visual arts, sculptures, music, poetry, and theater for which help to define and shape our identity; and

**WHEREAS**, musicians have been at the forefront of the global music industry for decades, popularizing genres of music like jazz, country, hip hop, rhythm and blues, classical, and rock and roll; and

**WHEREAS**, the arts industry and art-based non-profits are a substantial part of Monterey County's economy, which generates \$12 billion for local, state, and federal governments, and supports 2.3 million jobs nationwide; and

**WHEREAS**, performances and festivals like the West End Celebration, Monterey Jazz Festival, Monterey Ocean Arts Festival, and others stimulate areas of the Monterey County economy through audience lodging, dining, tourism, and shopping; and

**WHEREAS**, the County of Monterey has always had a special relationship and connection with the arts, and has been home and inspiration to many distinguished artists; and

**WHEREAS**, despite the challenge of obtaining adequate funding in an era of decreased arts spending, artists continue to create, entertain, influence, and inspire; and

**WHEREAS**, it is fitting to designate the month of August as **Artist Appreciation Month** to acknowledge the many Monterey County artists who have created and continue to create art that inspire our residents.

**NOW, THEREFORE BE IT RESOLVED** that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, do hereby proclaim **August 2022 Artist Appreciation Month in the County of Monterey**.

**PASSED AND ADOPTED** on this \_\_\_ day of \_\_\_\_ 2022, upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ by the following vote, to-wit:

**AYES:**

**NOES:**

**ABSENT:**

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

\_\_\_\_\_.

Dated:

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

By \_\_\_\_\_

Deputy



# Monterey County

## Item No.4

### Board Report

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

Legistar File Number: CR 22-105

August 23, 2022

**Introduced:** 8/9/2022

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a resolution honoring Mari Beraz upon her retirement after thirty-three years of dedicated service with the County of Monterey. (Supervisor Alejo)

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

**Resolution No.:**

Adopt a resolution honoring **Mari Beraz** upon her )  
retirement after thirty-three years of dedicated service )  
with the County of Monterey )

**WHEREAS, Mari Beraz** began her career with the County of Monterey on August 28, 1989, as a Senior Secretary for the County Administrative Office Intergovernmental Affairs Unit, where she also served as Clerk of the Local Agency Formation Commission (LAFCO), and

**WHEREAS, Mari Beraz**, fueled by a strong desire to make a difference through public service and a seemingly insatiable hunger for knowledge, gained years of on-the-job learning, mastering increasingly complex responsibilities, and working her way up through the analyst classification series in the Budget & Analysis Division of the County Administrative Office, eventually earning promotion to Principal Administrative Analyst in June of 2007, and

**WHEREAS, Mari Beraz** accepted an appointment as Deputy Treasurer-Tax Collector, joining the Treasurer-Tax Collector’s team in January of 2015, and utilized her thorough analysis and efficient problem-solving skills to improve many administrative, policy, organizational, operational, legislative, and fiscal functions and assisted with development and implementation of processes and policies to ensure the ongoing success of the department and its employees, and

**WHEREAS, Mari Beraz** applied her exceptional writing and people skills to numerous critical Treasurer-Tax Collector projects in her role as Assistant Treasurer-Tax Collector beginning in January of 2016 and was integral to implementing an effective annual budget process as well as mentoring and developing numerous staff who are eternally grateful, and

**WHEREAS, Mari Beraz** has gained the respect and admiration of County peers, agencies, special districts, and schools and has chosen to retire after thirty-three years of service, let it be known that her dedication, innovation, and support will be remembered by those who worked with her over the years.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Supervisors in and for the County of Monterey hereby acknowledges, commends, and thanks **Mari Beraz** for her contributions to Monterey County and wishes her much happiness and success in her well-deserved retirement.

**PASSED AND ADOPTED** on this \_\_\_\_day of \_\_\_\_\_, 2022, 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



# Monterey County

## Item No.5

### Board Report

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

Legistar File Number: CR 22-101

August 23, 2022

**Introduced:** 8/1/2022

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a resolution commending Deputy Sheriff Reed Fisher upon his retirement after sixteen years of public service with the Monterey County Sheriff's Office. (Supervisor Adams)

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

**Resolution No.:**

Adopt a resolution commending **Deputy Sheriff Reed Fisher** upon his retirement after sixteen years of public service with the Monterey County Sheriff's Office

**WHEREAS, Reed Fisher** was born in Contra Costa County, California, and was raised in a family with his older brother (Travis) and older sister (Deanna) by his parents, Rich and Debra Fisher; and

**WHEREAS, Reed Fisher** attended Diablo Valley Community College, San Jose State University where he received a Bachelor of Science Degree; and

**WHEREAS, Reed Fisher** was hired by the Monterey County Sheriff's Office on July 11, 2005, by Sheriff Mike Kanalakis; having worked under three Monterey County Sheriffs: Mike Kanalakis, Scott Miller, and Steve Bernal; and

**WHEREAS, Reed Fisher** was assigned to the Corrections Operations Bureau for twelve years, after which he was transferred to the Enforcement Operations Bureau for the next four years and was assigned to Enforcement Division where he worked patrol duties in all three stations; and

**WHEREAS, Reed Fisher** performed admirably in his law enforcement career where he served as a Field Training Officer, training, educating, and mentoring the next generation of law enforcement; and

**WHEREAS, Reed Fisher** was a valuable member of the Monterey County Sheriff's Office Search and Rescue Team for six years; and

**WHEREAS, Reed Fisher** was awarded a Life-Saving Award for his medical response and life-saving techniques used on an inmate who attempted suicide.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Monterey on behalf of all residents thereof, acknowledges, commends, and thanks **Deputy Sheriff Reed Fisher** for his sixteen years of exemplary public service to the residents of Monterey County, as a valued member of the Monterey County Sheriff's Office.

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

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote,  
to wit:

AYES:

NOES:  
ABSENT:

I, Valeria Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book \_\_\_\_\_ for the meeting on \_\_\_\_\_, 2022.

Dated:

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

By \_\_\_\_\_  
Deputy



# Monterey County

## Item No.6

### Board Report

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

Legistar File Number: CR 22-102

August 23, 2022

**Introduced:** 8/1/2022

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a resolution commending Deputy Sheriff Joseph Martinez upon his retirement after twenty-two years of public service with the Monterey County Sheriff's Office. (Supervisor Adams)

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

**Resolution No.:**

Adopt a resolution commending **Deputy Sheriff Joseph Martinez** upon his retirement after twenty-two years of public service with the Monterey County Sheriff's Office

**WHEREAS, Joseph Martinez** was born in Orange County, California, and was raised in a family with his three older brothers (Robert, Rene, and Omar Martinez) by his parents, Joe F. and Angie Martinez; and

**WHEREAS, Joseph Martinez** attended Orange Coast Community College, Fullerton College, Evergreen Valley College, California State University Fullerton where he received a Bachelor of Arts Degree and San Jose State University where he received a Master of Science Degree; and

**WHEREAS, Joseph Martinez** was hired by the Monterey County Sheriff's Office on June 7, 1999, by Sheriff Gordon Sonne; having worked under four Monterey County Sheriffs: Gordon Sonne, Mike Kanalakis, Scott Miller, and Steve Bernal; and

**WHEREAS, Joseph Martinez** was assigned to the Corrections Operations Bureau for two years and had the honor of serving as a Bailiff for the Honorable Albert H. Maldonado, after which he was transferred to the Enforcement Operations Bureau for the next twenty years and was assigned to Enforcement Division where he worked patrol duties in all three stations; and

**WHEREAS, Joseph Martinez** performed admirably in his law enforcement career where he served as a Field Training Officer training, educating, and mentoring the next generation of law enforcement; and

**WHEREAS, Joseph Martinez** was a Crisis Intervention Instructor, and was also instrumental in creating and leading the Homeless Outreach Safety Team for Monterey County; and

**WHEREAS, Joseph Martinez** was awarded a Meritorious Service Award for preventing the escape of a violent and dangerous suspect in the Natividad Medical Center and received numerous letters of appreciation from Sheriff Gordon Sonne, Sheriff, Mike Kanalakis and Sheriff Scott Miller.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Monterey on behalf of all residents thereof, acknowledges, commends, and thanks **Deputy Sheriff Joseph Martinez** for his twenty-two years of exemplary public service to the residents of Monterey County, as a valued member of the Monterey County Sheriff's Office.

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

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

I, Valeria Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book \_\_\_\_\_ for the meeting on \_\_\_\_\_, 2022.

Dated:

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

By \_\_\_\_\_  
Deputy



# Monterey County

## Item No.7

### Board Report

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

Legistar File Number: CR 22-108

August 23, 2022

**Introduced:** 8/15/2022

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a resolution honoring the City of Seaside Community Vaccine Action Team's work to combat the spread of COVID-19 and increase vaccination rates in the City of Seaside. (Supervisor Askew)

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

**Resolution No.:**

Adopt a resolution honoring **the City of Seaside Community Vaccine Action Team**'s work to combat the spread of COVID-19 and increase vaccination rates in the City of Seaside

**WHEREAS**, the City of Seaside Community Vaccine Action Team was formed in January of 2020 under the direction and leadership of Mayor Ian Oglesby and the Seaside City Council; and

**WHEREAS**, the Community Vaccine Action Team is comprised of community leaders, educators, physicians, faith-based organizations, community health care workers, local government, and city staff; and

**WHEREAS**, the Community Vaccine Action Team has met monthly since January of 2020. Their mission is to educate, brainstorm, reach out to the community by hosting community education forums in multiple languages, design educational banners, vaccine hesitancy surveys, record community member testimonials and walk door-to-door with COVID-19 vaccine information, ensure vaccine clinic information is kept up to date on the City of Seaside website and all city social media platforms, and is shared countywide; and

**WHEREAS**, the City of Seaside partnered with the Visiting Nurses Association, The Monterey County Public Health Department, Montage Health, Monterey Fire and Seaside Fire Department to provide COVID-19 vaccinations to thousands of residents in Seaside and the greater Monterey Peninsula; and

**WHEREAS**, the City of Seaside organized and hosted Fifty-Seven (57) free COVID-19 vaccine clinics in 2020; and

**WHEREAS**, the City of Seaside has organized twenty-three (23) free COVID-19 Vaccine clinics in 2022 and clinics also offer opportunities for free COVID-19 testing; and

**NOW, THEREFORE BE IT RESOLVED**, that the Monterey County Board of Supervisors, on behalf of the County and all residents thereof, honors **the City of Seaside Community Vaccine Action Team** for their life-saving efforts to reduce the spread of COVID-19 during the ongoing COVID-19 pandemic and wish them continued success in all of their future endeavors.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2021.

Dated:

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

By \_\_\_\_\_  
Deputy



# Monterey County

## Item No.8

### Board Report

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

Legistar File Number: CR 22-110

August 23, 2022

**Introduced:** 8/17/2022

**Current Status:** Ceremonial Resolution

**Version:** 1

**Matter Type:** Ceremonial Resolution

Adopt a resolution honoring and celebrating the life of Señora Silvia Huerta for her lifelong dedication to social justice and activism in the County of Monterey. (Supervisor Alejo)

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

**Resolution No.:**

Adopt a resolution honoring and celebrating the life of Señora **Silvia Huerta** for her )  
lifelong dedication to social justice and activism )  
in the County of Monterey )

WHEREAS **Silvia Huerta** was born on May 22, 1944 in Acambáro, Guanajuato, Mexico and  
passed away peacefully in her home there on July 23, 2022; and

WHEREAS **Silvia Huerta** moved to Salinas, California in 1970 where she worked as a  
farmworker, harvesting broccoli, celery and lettuce for 25 years; and

WHEREAS **Silvia Huerta** participated in countless community marches and meetings fighting  
for equality and justice for all. Silvia Huerta marched alongside one of history's greatest  
Mexican American labor and civil rights leaders Cesar Chavez to improve working and living  
conditions for farmworkers and their families across California; and

WHEREAS **Silvia Huerta** joined the farmworker movement to improve basic human rights and  
worked tirelessly to close the economic marginalization gap for underserved communities. Silvia  
Huerta contributed her time, energy, passion, and motivation to help the underrepresented in the  
Salinas Valley; and

WHEREAS **Silvia Huerta** would often travel to Sacramento to support legislation that would  
uplift and empower farmworkers, immigrants, and their families; and

WHEREAS **Silvia Huerta** is survived by her husband, Agapito; children Rocio and Francisco;  
grandchildren, Aimee Huerta Ibáñez, Keira Mariette Carranza, Ricardo Huerta, Isaac Uriel  
Carranza, Miguel Ángel Castañeda Jr.; and great granddaughter Keirani Rose Gonzalez.

NOW, THEREFORE, BE IT RESOLVED THAT the Monterey County Board of Supervisors,  
on behalf of the County and all residents thereof, recognize and celebrate the life of Señora  
Silvia Huerta for her lifetime of activism and commitment to social justice, farmworkers,  
immigrants and the Latino community throughout Monterey County and beyond.

**PASSED AND ADOPTED** on this \_\_\_\_ day of \_\_\_\_\_, 2022, 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 S. Ralph, Clerk of the Board of Supervisors,  
County of Monterey, State of California

By: \_\_\_\_\_  
Deputy



# Monterey County

# Item No.9

## Board Report

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

Legistar File Number: APP 22-168

August 23, 2022

Introduced: 7/29/2022

Current Status: Appointment

Version: 2

Matter Type: Appointment

Appoint Dr. Bettye J. Saxon to the Natividad Center Board of Trustees with a term expiration date on August 1, 2023. (Nominated by Natividad Medical Center Board of Trustees)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT      **FILE ID NO.**

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA      } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,  
do hereby certify that at a regular session of said Board held in and for said County of Monterey, on [DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE}  
with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.

# MONTEREY COUNTY

---

## CLERK OF THE BOARD OF SUPERVISORS



**To:** Clerk of the Board's Office

**From:** NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES - CLERK

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date: 08/23/2022**

---

**Appointment to the** (Name of the Board, Commission or Committee): Natividad Medical Center Board of Trustees

Nominated by (Supervisor/District and or Association): Natividad Medical Center Board of Trustees

Representing (Primary, Alternate, At Large, Community Organization, etc.): Natividad Medical Center Board of Trustees

**Nominated Appointee:**

Name: Dr. Bettye J Saxon

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: 08/2022

Expiration Date: 08/2023



# Monterey County

## Item No.10

### Board Report

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

Legistar File Number: APP 22-169

August 23, 2022

Introduced: 8/9/2022

Current Status: Appointment

Version: 2

Matter Type: Appointment

Appoint Aimee Dahle to the Monterey County Regional Fire District Board of Directors to fill an unexpired term ending on March 1, 2025. (Nominated By District 5, Supervisor Adams)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT      **FILE ID NO.**

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA      } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,  
do hereby certify that at a regular session of said Board held in and for said County of Monterey, on [DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE}  
with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.



# MONTEREY COUNTY

## CLERK OF THE BOARD OF SUPERVISORS

---

**To:** Clerk of the Board's Office

**From:** Supervisor Mary Adams Office

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date:** August 23<sup>rd</sup>, 2022

---

**Appointment to the:** Monterey County Regional Fire District Board of Directors

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

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

**Nominated Appointee:**

Name: Aimee Dahle

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: Rich Speciale

Reason:  Resignation  Death  Term not completed  Other (explain)

Clerk noticed of Unscheduled/Unexpired Term on: June 10, 2022

Earliest Board of Supervisors' meeting date appointment can be set is: July 12, 2022

**Term:** 4 year term

Start Date: August 23, 2022

Expiration Date: March 1, 2025



# Monterey County

## Item No.11

### Board Report

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

Legistar File Number: APP 22-170

August 23, 2022

**Introduced:** 8/9/2022

**Current Status:** Appointment

**Version:** 2

**Matter Type:** Appointment

Reappoint Paola Berthoin to the Carmel Valley Road Advisory Committee representing Mid-Valley with a term ending on August 23, 2025. (Nominated By District 5, Supervisor Adams)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT      **FILE ID NO.**

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA      } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,

do hereby certify that at a regular session of said Board held in and for said County of Monterey, on [DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE]

with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.



# MONTEREY COUNTY

---

## CLERK OF THE BOARD OF SUPERVISORS

**To:** Clerk of the Board's Office

**From:** Office of Supervisor Mary Adams, District 5

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date:** August 23<sup>rd</sup>, 2022

---

**Appointment to the** (Name of the Board, Commission or Committee): Carmel Valley Road Advisory Committee

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

Representing (Primary, Alternate, At Large, Community Organization, etc.): Alternate member representing Mid-Valley

**Nominated Appointee:**

Name: Paola Berthoin

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: 3 year** Start Date: August 23<sup>rd</sup>, 2022

Expiration Date: August 23<sup>rd</sup>, 2025





# MONTEREY COUNTY

---

## CLERK OF THE BOARD OF SUPERVISORS

**To:** Clerk of the Board's Office

**From:** Office of Supervisor Mary Adams, District 5

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date:** August 23<sup>rd</sup>, 2022

---

**Appointment to the** (Name of the Board, Commission or Committee): Carmel Valley Road Advisory Committee

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

Representing (Primary, Alternate, At Large, Community Organization, etc.): Alternate of Carmel Valley Village

**Nominated Appointee:**

Name: Charles Franklin

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: 3 year** Start Date: August 23<sup>rd</sup>, 2022

Expiration Date: June 30, 2025



# Monterey County

## Item No.13

### Board Report

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

Legistar File Number: APP 22-172

August 23, 2022

Introduced: 8/9/2022

Current Status: Appointment

Version: 2

Matter Type: Appointment

Appoint Kakani Young to the Carmel Valley Road Advisory Committee as an Alternate of Carmel Valley Village with a term ending on August 23, 2025. (Nominated By District 5, Supervisor Adams)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT      **FILE ID NO.**

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA      } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,

do hereby certify that at a regular session of said Board held in and for said County of Monterey, on [DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE]

with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.



# MONTEREY COUNTY

---

## CLERK OF THE BOARD OF SUPERVISORS

**To:** Clerk of the Board's Office

**From:** Office of Supervisor Mary Adams, District 5

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date:** August 23<sup>rd</sup>, 2022

---

**Appointment to the** (Name of the Board, Commission or Committee): Carmel Valley Road Advisory Committee

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

Representing (Primary, Alternate, At Large, Community Organization, etc.): Alternate of Carmel Valley Village

**Nominated Appointee:**

Name: Kakani Young

Address:

Telephone number(s):

Cell:

Home

Business

Email:

**Contact preference:**  USPS Mail or via  Email

**Reason for Nomination:**

New Appointment

Replacing Member: Leslie Svetich

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: Three years** Start Date: August 23, 2022

Expiration Date: August 23, 2025



# Monterey County

## Item No.14

### Board Report

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

Legistar File Number: APP 22-173

August 23, 2022

**Introduced:** 8/9/2022

**Current Status:** Appointment

**Version:** 2

**Matter Type:** Appointment

Reappoint Patricia Bernardi to the Carmel Valley Road Advisory Committee as a Primary of Mid-Valley with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT      **FILE ID NO.**

**[LEGISTAR ID NO.]**

BOARD OF SUPERVISORS

STATE OF CALIFORNIA      } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,

do hereby certify that at a regular session of said Board held in and for said County of Monterey, on **[DATE]**, **[NAME]** was duly appointed to the **{NAME OF BOARD, COMMISSIONS OR COMMITTEE}**

with a term ending on **[TERM DATE ENDING]** in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.



# MONTEREY COUNTY

---

## CLERK OF THE BOARD OF SUPERVISORS

**To:** Clerk of the Board's Office

**From:** Office of Supervisor Mary Adams, District 5

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date:** August 23<sup>rd</sup>, 2022

---

**Appointment to the** (Name of the Board, Commission or Committee): Carmel Valley Road Advisory Committee

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

Representing (Primary, Alternate, At Large, Community Organization, etc.): Primary of Mid-valley

**Nominated Appointee:**

Name: Patricia Bernardi

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: 3 year** Start Date: August 23<sup>rd</sup>, 2022

Expiration Date: June 30, 2025



# Monterey County

## Item No.15

### Board Report

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

Legistar File Number: APP 22-174

August 23, 2022

Introduced: 8/9/2022

Current Status: Appointment

Version: 2

Matter Type: Appointment

Reappoint Steve Hubbard to the Carmel Valley Road Advisory Committee as an Alternate of Cachagua with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT      **FILE ID NO.**

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA      } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,

do hereby certify that at a regular session of said Board held in and for said County of Monterey, on [DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE]

with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.



# MONTEREY COUNTY

---

## CLERK OF THE BOARD OF SUPERVISORS

**To:** Clerk of the Board's Office

**From:** Office of Supervisor Mary Adams, District 5

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date:** August 23<sup>rd</sup>, 2022

---

**Appointment to the** (Name of the Board, Commission or Committee): Carmel Valley Road Advisory Committee

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

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

**Nominated Appointee:**

Name: Steve Hubbard

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: 3 year** Start Date: August 23<sup>rd</sup>, 2022

Expiration Date: June 30, 2025



# Monterey County

## Item No.16

### Board Report

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

Legistar File Number: APP 22-175

August 23, 2022

**Introduced:** 8/9/2022

**Current Status:** Appointment

**Version:** 2

**Matter Type:** Appointment

Appoint Marisa Hernandez to the Commission on the Status of Women with a term ending February 1, 2025. (Nominated By District 2, Supervisor Phillips)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT      **FILE ID NO.**

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA      } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,  
do hereby certify that at a regular session of said Board held in and for said County of Monterey, on  
[DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE}  
with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.



# MONTEREY COUNTY

---

## CLERK OF THE BOARD OF SUPERVISORS

**To:** Clerk of the Board's Office

**From:** Supervisor John M. Phillips, 2<sup>nd</sup> District

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date:** August 23, 2022

---

**Appointment to the** (Name of the Board, Commission or Committee): Commission on the Status of Women

Nominated by (Supervisor/District and or Association): District 2, Supervisor Phillips

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

**Nominated Appointee:**

Name: Marisa Hernandez

Address:

Telephone number(s):

Cell

Home

Business

Email:

**Contact preference:**  USPS Mail or via  Email

**Reason for Nomination:**

New Appointment

Replacing Member: Hilda Munoz

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:

Expiration Date: February 1, 2025



# Monterey County

## Item No.17

### Board Report

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

Legistar File Number: APP 22-177

August 23, 2022

**Introduced:** 8/10/2022

**Current Status:** Appointment

**Version:** 2

**Matter Type:** Appointment

Reappoint Marc Davidian to the Carmel Highlands Fire Protection District with a term ending on June 30, 2024. (Nominated By District 5, Supervisor Adams)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT      **FILE ID NO.**

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA      } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,  
do hereby certify that at a regular session of said Board held in and for said County of Monterey, on [DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE}  
with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.



# MONTEREY COUNTY

## CLERK OF THE BOARD OF SUPERVISORS

---

**To:** Clerk of the Board's Office

**From:** Supervisor Mary Adams Office

**RE: Notification to Clerk of Appointment**

**Board of Supervisors' Meeting Date:** August 23<sup>rd</sup>, 2022

---

**Appointment to the** Carmel Highlands Fire Protection District:

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

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

**Nominated Appointee:**

Name: Marc Davidian

Address:

Telephone number(s):

Cell:

Home

Business

Email: s

**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:** 4-year term

Start Date: July 1, 2022

Expiration Date: June 30, 2024



# Monterey County

## Item No.18

### Board Report

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

Legistar File Number: APP 22-178

August 23, 2022

Introduced: 8/15/2022

Current Status: Appointment

Version: 2

Matter Type: Appointment

Appoint Winifred Chambliss to the Community Action Commission as a Public Sector Representative with a term ending on August 23, 2025. (Nominated By District 4, Supervisor Askew)

(FOR CLERK OF THE BOARD USE ONLY)

(FOR COUNTY CLERK USE ONLY)

OFFICIAL APPOINTMENT      **FILE ID NO.**

[LEGISTAR ID NO.]

BOARD OF SUPERVISORS

STATE OF CALIFORNIA      } ss.

I, VALERIE RALPH, Clerk of the Board of Supervisors of the County of Monterey, State of California,  
do hereby certify that at a regular session of said Board held in and for said County of Monterey, on [DATE], [NAME] was duly appointed to the {NAME OF BOARD, COMMISSIONS OR COMMITTEE}  
with a term ending on [TERM DATE ENDING] in and for Monterey County, State of California, as appears by the Official Records of said Board in my office.



# MONTEREY COUNTY

---

## CLERK OF THE BOARD OF SUPERVISORS

**To:** Clerk of the Board's Office

**From:** Supervisor Wendy Root Askew, District 4

**RE: Notification to Clerk of Reappointment**

**Board of Supervisors' Meeting Date:** August 23, 2022

---

**Appointment to the** (Name of the Board, Commission or Committee): Community Action Commission

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

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

**Nominated Appointee:**

Name: Winifred Chambliss

Address:

Telephone number(s):

Cell

Home

Business

Email:

**Contact preference:**  USPS Mail or via  Email

**Reason for Nomination:**

New Appointment

Replacing Member: LeVonne Stone

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: 08-23-2022

Expiration Date: 08-23-2025



# Monterey County

**Item No.19**

## Board Report

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

**Legistar File Number: OBM 22-106**

**August 23, 2022**

---

**Introduced:** 8/15/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Other Board Matters

See Supplemental Sheet



# Monterey County

**Item No.20**

## Board Report

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

Legistar File Number: OBM 22-107

August 23, 2022

**Introduced:** 8/15/2022

**Current Status:** Agenda Ready

**Version:** 1

**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.*



# Monterey County

**Item No.21**

## Board Report

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

**Legistar File Number: 22-756**

**August 23, 2022**

**Introduced:** 8/5/2022

**Current Status:** Scheduled AM

**Version:** 2

**Matter Type:** General Agenda Item

- a. Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.
- b. Provide direction to staff as appropriate.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.
- b. Provide direction to staff as appropriate.

### SUMMARY:

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481. AB 481 addresses the funding, acquisition, and use of items lawmakers deemed to be considered "military equipment." This bill requires law enforcement agencies, including the District Attorney's Office, "to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined." The attached ordinance establishes a military equipment use policy by adding the attached "Military Equipment" policy to the Monterey County District Attorney's Office Investigation Bureau Policy Manual.

### DISCUSSION:

AB 481 requires each law enforcement agency's governing body to adopt a written military equipment use policy by ordinance in a public meeting, in order to continue the use of previously acquired military equipment. The District Attorney's Office Draft Military Equipment Policy is attached here and is posted on the District Attorney's website.

The AB 481 defined list of military equipment currently in the District Attorney Investigation Bureau's possession is included in the draft Military Equipment Policy. Also, in compliance with AB 481, and as a longstanding practice, the District Attorney's Office has processes in place for the public to submit commendations, questions, concerns and complaints online or in person.

Also in compliance with AB 481, the District Attorney's Office will prepare an Annual Report to include the use of military equipment, any complaints received, any internal audits or other information about violations of its policy, the cost of such use and other similar information. The first Annual

Report will be distributed around August or September of 2023.

OTHER AGENCY INVOLVEMENT:

Not applicable.

FINANCING:

The cost of any military equipment is allocated with the District Attorney's budget.

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: Ryan McGuirk, Chief District Attorney Investigator, Ext. 6055

Approved by: Susan K. Blich, Chief Assistant County Counsel, Ext. 5045

Attachments:

- Draft Ordinance
- Draft Policy



# Monterey County

## Board Report

Legistar File Number: 22-756

Item No.

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

August 23, 2022

**Introduced:** 8/5/2022

**Current Status:** Agenda Ready

**Version:** 2

**Matter Type:** General Agenda Item

- a. a. Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.
- b. Provide direction to staff as appropriate.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.
- b. Provide direction to staff as appropriate.

### SUMMARY:

On September 30, 2021, Governor Newsom signed into law Assembly Bill 481. AB 481 addresses the funding, acquisition, and use of items lawmakers deemed to be considered "military equipment." This bill requires law enforcement agencies, including the District Attorney's Office, "to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined." The attached ordinance establishes a military equipment use policy by adding the attached "Military Equipment" policy to the Monterey County District Attorney's Office Investigation Bureau Policy Manual.

### DISCUSSION:

AB 481 requires each law enforcement agency's governing body to adopt a written military equipment use policy by ordinance in a public meeting, in order to continue the use of previously acquired military equipment. The District Attorney's Office Draft Military Equipment Policy is attached here and is posted on the District Attorney's website.

The AB 481 defined list of military equipment currently in the District Attorney Investigation Bureau's possession is included in the draft Military Equipment Policy. Also, in compliance with AB 481, and as a longstanding practice, the District Attorney's Office has processes in place for the public to submit commendations, questions, concerns and complaints online or in person.

Also in compliance with AB 481, the District Attorney's Office will prepare an Annual Report to include the use of military equipment, any complaints received, any internal audits or other information about violations of its policy, the cost of such use and other similar information. The first Annual

Legistar File Number: 22-756

---

Report will be distributed around August or September of 2023.

OTHER AGENCY INVOLVEMENT:

Not applicable.

FINANCING:

The cost of any military equipment is allocated with the District Attorney's budget.

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

DocuSigned by:  
*Ryan McGuirk*

8/11/2022 | 4:38 PM PDT

Prepared by: Ryan McGuirk, Chief District Attorney Investigator, Ext. 6055

Approved by: Susan K. Blich, Chief Assistant County Counsel, Ext. 5045

Attachments:

Draft Ordinance

Draft Policy

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA  
REINSTATING PREVIOUSLY SUSPENDED PORTIONS OF ORDINANCE NO. 5310  
RELATING TO POINT-OF-USE AND POINT-OF-ENTRY WATER TREATMENT  
SYSTEMS**

**County Counsel Summary**

*This ordinance reinstates previously suspended portions of Ordinance No. 5310. On June 18, 2019, the Monterey County Board of Supervisors adopted Ordinance No. 5310 authorizing point-of-use (POU) and point-of-entry (POE) treatment of water to meet primary drinking water standards under certain circumstances. On August 27, 2019, the Board of Supervisors adopted a subsequent ordinance that suspended, until December 11, 2019, Sections 3 and 6 and a portion of Section 5 of Ordinance No. 5310 relating to utilization of POU or POE treatment by local small and state small water systems, individual lot owners within local small and state small water systems, and individual lots on private wells. On December 10, 2019, Ordinance No. 5322 further extended the suspension until further action of the Board of Supervisors. This ordinance reinstates the previously suspended portions of Ordinance No. 5310.*

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

**SECTION 1. Findings and Purpose.**

A. On June 18, 2019, the Board of Supervisors (“Board”) adopted Ordinance No. 5310. The County Counsel summary of the ordinance describes the ordinance as follows:

*This ordinance amends sections of Chapter 15.04 of the Monterey County Code and adds a new Chapter 15.06 to the Monterey County Code to authorize and regulate point-of-use (POU) and point-of-entry (POE) water treatment by local small, state small, and small public water systems that would otherwise not meet primary drinking water standards. The ordinance requires an amendment to the water system permit to allow these water systems to utilize POU or POE treatment. For water systems of 15 to 199 service connections, the ordinance updates Chapter 15.04 to allow POU or POE treatment under certain circumstances in accordance with recently adopted state standards. This ordinance also establishes standards for domestic water systems with two to fourteen water connections to utilize POU and POE treatment as a means of compliance with primary water quality standards. The ordinance requires the water system to renew annually the authorization to use a POU or POE treatment, and if grant funding becomes available, renewal is contingent on the water system pursuing funding for long term solutions such as but not limited to centralized water treatment, a new well, or consolidation. The ordinance also*

*provides that if an individual property owner is seeking new construction on an existing legal lot with water that does not meet primary water quality standards, the owner may install POU or POE treatment as a means of satisfying water quality standards necessary for a construction permit for development. This ordinance applies in the unincorporated area of the County of Monterey.*

B. Ordinance No. 5310 took effect on the thirty-first day following adoption, and per Board order, the Board directed County staff to return to the Board for review of the ordinance 12 months after adoption. Ordinance No. 5310 is incorporated herein by this reference.

C. On July 26, 2019, litigation was served on the County challenging the validity of Ordinance No. 5310 on a variety of grounds including the California Environmental Quality Act (“CEQA”).

D. On August 27, 2019, the Board adopted Ordinance No. 5316 which suspended the operation of Sections 3 and 6 and a portion of Section 5 of Ordinance No. 5310 until December 11, 2019. The suspended sections pertain to utilization of POU or POE treatment by local small water systems, state small water systems, individual lot owners within local small water systems and state small water systems, and individual lots on private wells (“Suspended Sections”). More particularly, the Suspended Sections include:

- Section 3: Amends Section 15.04.070(c) of the Monterey County Code to read: “An amendment to the local small or state small water system operating permit is required to allow a POU or POE treatment program that conforms to the requirements of Chapter 15.06 of the Monterey County Code. The amendment must be renewed annually by the water system. If opportunities for grant funding resources to support long term water treatment solutions become available, the water system shall demonstrate that it is pursuing such funding in order to be eligible for renewal.”
- Section 5: Amends Section 15.04.146 of the Monterey County Code to add subsection (1) of subsection (c): “In lieu of a centralized treatment facility, a local small or state small water system may choose to install a POU or POE treatment device at each connection in conformance with the regulations specified in Chapter 15.06 of the Monterey County Code, as may be amended from time to time, subject to approval by the Director.”
- Section 6: Adds Chapter 15.06 to the Monterey County Code to authorize and regulate POU and POE water treatment by local, small, state small, and small public water systems that would otherwise not meet primary drinking water standards.

E. On December 10, 2019, the Board adopted Ordinance No. 5322 which extended the suspension of the operation of Sections 3 and 6 and a portion of Section 5 of Ordinance No. 5310 until further action of the Board.

F. Pursuant to Section 15164 of the CEQA Guidelines, Monterey County has prepared an Addendum to the 2010 Monterey County General Plan Environmental Impact Report (2010 General Plan EIR; SCH# 2007121001) for the consideration of adoption of the Suspended Sections. The Addendum analyzed environmental impacts associated with adoption of and buildout under Suspended Sections, including the growth-inducing potential of the

Suspended Sections. The Addendum shows that the adoption of the Suspended Sections could indirectly result in minimum development across the unincorporated County, and that this development was already anticipated and analyzed in the build out analysis provided in the General Plan EIR. Adoption of the Suspended Sections does not involve approval of site-specific projects, nor changes in the currently adopted General Plan land uses or certified Local Coastal Program land uses. Therefore, the adoption of the Suspended Sections would continue to fall within the impact analysis in the County's 2010 General Plan EIR certified in October 2010. Future development associated with the adoption of the Suspended Sections would be subject to applicable development standards and reviews under County plans, policies, and regulations. Also, future development involving discretionary review would be subject to CEQA. This ordinance will not result in significant impacts or increase in severity of significant impacts beyond those addressed or analyzed in the 2010 General Plan EIR, nor does this ordinance present new information that shows new significant impacts or more severe impacts than those described in the General Plan EIR. Therefore, none of the conditions described in Section 15162 of the CEQA Guidelines have occurred, and no additional environmental assessment is required. This ordinance is within the scope of the existing certified EIR, an addendum to the existing EIR is appropriate, and no new environmental document, such as a new EIR, is required.

G. County staff consulted with California Coastal Commission staff and while the ordinance would apply in both the coastal and non-coastal zones, Coastal Commission staff confirmed the ordinance does not need to be a part of the County's certified Local Coastal Program ("LCP") and therefore does not need certification by the Coastal Commission. Importantly, any limited future development in the coastal zone associated with this ordinance would be subject to the LCP.

**SECTION 2.** The following Sections of Ordinance No. 5310 are hereby reinstated:

A. Section 3 and Section 6 of Ordinance No. 5310 are reinstated and shall become operative upon the effective date of this ordinance; and

B. That portion of Section 5 of Ordinance No. 5310 which amends Section 15.04.146 of the Monterey County Code to add subsection (1) of subsection (c) of Section 15.04.146 is reinstated and shall become operative upon the effective date of this ordinance.

**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** on this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mary Adams, Chair  
Monterey County Board of Supervisors

A T T E S T:

Valerie Ralph  
Clerk of the Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM BY:  
  
Kelly L. Donlon  
Assistant County Counsel

## Military Equipment

### 705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Bureau.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

## *Military Equipment*

---

### **705.2 POLICY**

It is the policy of the Monterey County District Attorney's Office Bureau of Investigations that members of this bureau comply with the provisions of Government Code § 7071 with respect to military equipment.

### **705.3 MILITARY EQUIPMENT COORDINATOR**

The Chief Investigator should designate a member of this bureau to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying bureau equipment that qualifies as military equipment in the current possession of the Bureau, or the equipment the Bureau intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Monterey County District Attorney's Office Bureau of Investigations (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the bureau's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief Investigator and ensuring that the report is made available on the bureau website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Bureau will respond in a timely manner.

### **705.4 MILITARY EQUIPMENT INVENTORY**

1. The following constitutes a list of qualifying equipment for the Bureau: Colt M4 Carbine Caliber 5.56 with 11.5-inch barrel, Serial No. LE515092
2. Colt M4 Carbine Caliber 5.56 with 11.5-inch barrel, Serial No. LE515103
3. Drone - Skydio2-e7kv Serial No. S2.0F.B.00E7KV
4. Drone - DJI WM330A Serial No. 07DDD3T0A10549

## *Military Equipment*

---

### **705.5 APPROVAL**

The Chief Investigator or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief Investigator or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the bureau website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this bureau.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

### **705.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

### **705.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief Investigator or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief Investigator or the authorized designee should also make each annual military equipment report publicly available on the bureau website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in bureau inventory.

## *Military Equipment*

---

### **705.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Bureau shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Bureau should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE DISTRICT ATTORNEY'S OFFICE PURSUANT TO ASSEMBLY BILL 481**

**County Counsel Summary**

*This ordinance is in response to Assembly Bill ("AB") 481, which was signed into law by Governor Gavin Newsom on September 30, 2021 and is codified at Government Code section 7070 et seq. AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment. This ordinance establishes a military equipment use policy for the District Attorney's Office. This ordinance establishes a military equipment use policy by adding the attached "Military Equipment" policy to the Monterey County District Attorney's Office Bureau of Investigations.*

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

**SECTION 1. FINDINGS AND PURPOSE.**

A. On September 20, 2021, Governor Gavin Newsom signed Assembly Bill ("AB") 481 into law, which is codified at Government Code section 7070 *et seq.*

B. The legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481.

C. AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment.

D. AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use.

E. AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy.

F. The Board of Supervisors believes that with respect to the attached Military Equipment Policy for the District Attorney’s Office: 1) the identified equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; 2) the policy will serve to safeguard the public’s welfare, safety, civil rights, and civil liberties; 3) in future instances in which equipment is to be purchased, the equipment will be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and 4) corrective action has been taken, as necessary, to ensure that prior nonconforming use of military equipment is in compliance with new policies.

SECTION 2. The attached policy, titled “Military Equipment”, shall be added to the Monterey County District Attorney’s Office Bureau of Investigations Policy Manual.

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 September 2022, by the following vote:

AYES:  
NOES:  
ABSENT: None

\_\_\_\_\_  
Mary Adams, 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
--

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, TO  
ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE DISTRICT  
ATTORNEY'S OFFICE PURSUANT TO ASSEMBLY BILL 481**

**County Counsel Summary**

*This ordinance is in response to Assembly Bill ("AB") 481, which was signed into law by Governor Gavin Newsom on September 30, 2021 and is codified at Government Code section 7070 et seq. AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment. This ordinance establishes a military equipment use policy for the District Attorney's Office. This ordinance establishes a military equipment use policy by adding the attached "Military Equipment" policy to the Monterey County District Attorney's Office Bureau of Investigations.*

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

**SECTION 1. FINDINGS AND PURPOSE.**

A. On September 20, 2021, Governor Gavin Newsom signed Assembly Bill ("AB") 481 into law, which is codified at Government Code section 7070 et seq.

B. The legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481.

C. AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by an ordinance adopting a military equipment use policy prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment.

D. AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use.

E. AB 481 requires the applicable governing body of the California law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy.

F. The Board of Supervisors believes that with respect to the attached Military Equipment Policy for the District Attorney's Office: 1) the identified equipment is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety; 2) the policy will serve to safeguard the public's welfare, safety, civil rights, and civil liberties; 3) in future instances in which equipment is to be purchased, the equipment will be reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety; and 4) corrective action has been taken, as necessary, to ensure that prior nonconforming use of military equipment is in compliance with new policies.

SECTION 2. The attached policy, titled "Military Equipment", shall be added to the Monterey County District Attorney's Office Bureau of Investigations Policy Manual.

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 September 2022, by the following vote:

AYES:

NOES:

ABSENT: None

\_\_\_\_\_  
Mary Adams, 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

## Military Equipment

### 705.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 705.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the Bureau.

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

## *Military Equipment*

---

### **705.2 POLICY**

It is the policy of the Monterey County District Attorney's Office Bureau of Investigations that members of this bureau comply with the provisions of Government Code § 7071 with respect to military equipment.

### **705.3 MILITARY EQUIPMENT COORDINATOR**

The Chief Investigator should designate a member of this bureau to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying bureau equipment that qualifies as military equipment in the current possession of the Bureau, or the equipment the Bureau intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Monterey County District Attorney's Office Bureau of Investigations (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  1. Publicizing the details of the meeting.
  2. Preparing for public questions regarding the bureau's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief Investigator and ensuring that the report is made available on the bureau website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Bureau will respond in a timely manner.

### **705.4 MILITARY EQUIPMENT INVENTORY**

1. The following constitutes a list of qualifying equipment for the Bureau: Colt M4 Carbine Caliber 5.56 with 11.5-inch barrel, Serial No. LE515092
2. Colt M4 Carbine Caliber 5.56 with 11.5-inch barrel, Serial No. LE515103
3. Drone - Skydio2-e7kv Serial No. S2.0F.B.00E7KV
4. Drone - DJI WM330A Serial No. 07DDD3T0A10549

## *Military Equipment*

---

### **705.5 APPROVAL**

The Chief Investigator or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief Investigator or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the bureau website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071).

The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this bureau.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

### **705.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

### **705.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief Investigator or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief Investigator or the authorized designee should also make each annual military equipment report publicly available on the bureau website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in bureau inventory.

## *Military Equipment*

---

### **705.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the Bureau shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Bureau should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.



# Monterey County

**Item No.22**

## Board Report

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

**Legistar File Number: RES 22-151**

**August 23, 2022**

**Introduced:** 8/1/2022

**Current Status:** Scheduled PM

**Version:** 1

**Matter Type:** BoS Resolution

PLN150669-AMD1 - MARTIN WILLIAM H & SIMONA H TRS (FORMERLY NASE WERNER JR. TRUST)

Public hearing to consider:

- a. Terminating the Conservation and Scenic Easement on the Martin William H & Simona H TRS (Formerly Nase Werner Jr. Trust) property;
- b. Finding that termination of the Conservation and Scenic Easement does not require additional environmental review under CEQA Guidelines section 15162.
- c. Authorizing the Chair to execute the Termination Agreement and Quitclaim Deed; and
- d. Directing the Clerk of the Board to submit the Termination Agreement and Quitclaim Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

Project Location: 1412 Lisbon Lane, Pebble Beach

Proposed CEQA action: Finding that termination of the Conservation and Scenic Easement does not require additional environmental review under CEQA Guidelines section 15162.

### RECOMMENDATION:

It is recommended that the Monterey County Board of Supervisors:

- a. Consider the previously adopted Mitigated Negative Declaration (MND) prepared for the construction of the Werner Nase Jr. Trust residence (PLN150669); and
- b. Terminate the Conservation and Scenic Easement on the Martin William H & Simona H TRS (Formerly Nase Werner Jr. Trust) property; and
- c. Authorize the Chair to execute the Termination Agreement and Quitclaim Deed; and
- d. Direct the Clerk of the Board to submit the Termination Agreement and Quitclaim Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

A draft resolution is attached for consideration (**Attachment A**). The agreement terminating the Conservation and Scenic Easement is attached to this Board Report as **Attachment B**. The Quitclaim deed is attached to this Board Report as **Attachment C**.

### PROJECT INFORMATION:

**Agent:** Joel Panzer

**Owner:** Simona & William Martin

**APN:** 008-232-003-000

**Parcel Size:** 1 acre

**Plan Area:** Del Monte Forest Land Use Plan

SUMMARY:

On August 30, 2017, the Monterey County Planning Commission approved a Combined Development Permit consisting of 1) Coastal Administrative and Design Approval for the construction of a 5,385 square foot one-story single-family dwelling with an attached garage and covered porch; 2) Coastal Development Permit for the removal of 44 Monterey pine trees; and 3) Coastal Development Permit for development within 100 feet of Environmentally Sensitive Habitat (Resolution No. 17-035) (**Attachment F**). Approval of this project also included the adoption of a Mitigated Negative Declaration (**Attachment G**) and a Mitigation Monitoring and Reporting Program (**Attachment H**). Twenty conditions of approval (not including mitigation measures) were applied to the permit. One of the conditions (Condition No. 5) required the property owner to grant an easement over portions of the property that contained sensitive habitat. The Monterey County Board of Supervisors approved and accepted an easement on September 15, 2020 (Document No. 2020051385) satisfying Condition No. 5 and a 21,600 square foot Conservation and Scenic Easement was granted to the Del Monte Forest Conservancy. This easement encumbers nearly the entire property surrounding the approved dwelling and driveway.

On June 29, 2022, the Monterey County Planning Commission adopted a resolution (Resolution No. 22-017; included as Exhibit B of **Attachment B**) approving an Amendment to a previously approved Combined Development Permit (PLN150669; Planning Commission Resolution No. 17-035) to remove Condition No. 5 which required conveyance of a 21,600 square foot Conservation and Scenic Easement are to the Del Monterey Forest Conservancy and recommending the Board of Supervisors terminate the Conservation and Scenic Easement from the subject property. This resolution contains a finding that removal of Condition No. 5 is consistent with the previously adopted Mitigated Negative Declaration prepared for the Werner Nase Jr. Trust residence.

The reason that the property owner would like to terminate the easement is that the easement precludes the use of their yard for private residential enjoyment and because the Yadon's Piperia that had existed on the site was mitigated for by moving the plants to a receiver site so that the project site no longer contains the habitat that was the reason for the easement. The Del Monte Forest Conservancy has consented to the termination of the easement in this case.

DISCUSSION:

A previously approved permit, PLN150669, included a Coastal Development Permit to allow development within 100 feet of mapped or field identified environmentally sensitive habitats. Biological studies for the residence identified *Piperia yadonii* (Yadon's piperia) and Monterey pine forest as Environmentally Sensitive Habitat Area (ESHA). Monterey pines are typically not considered ESHA, and thus are only protected due to their status as a native tree. However, if the Monterey pines or their understory support special status species, then they too are considered ESHA. Prior to the approved residential development, the subject property's Monterey pines supported Yadon's Piperia; a federally listed endangered plant species.

In accordance with Policy 13 of the Del Monte Forest Land Use Plan, Condition No. 5 was applied to the previous project, requiring the Applicant/Owner to convey a 21,600 square foot Conservation and Scenic Easement over the established Enhancement/Restoration area to the Del Monte Forest Conservancy. However, the Mitigated Negative Declaration included Mitigation Measure No. 2 which

resulted in transplanting the entirety of the identified Yadon's Piperia habitat to a receiver site (Area H, owned by the Pebble Beach Company and set aside as open space and for purposes of conservation). This mitigation was developed by the project's biologist in consultation with the United States Fish and Wildlife Service (USFWS), members of the Del Monte Forest Conservancy, the Del Monte Forest Open Space Advisory Committee and the Pebble Beach Company. This mitigation measure, which has been proven to be successful through 4 years of annual monitoring by the project biologist, effectively removed the property's isolated populations of Yadon's Piperia. Due to the successful implementation of Mitigation Measure No. 2, no Yadon's Piperia foliage or flowers have been found on the subject lot since the day the plants were removed in November 2017. With relocation of the Yadon's Piperia, the property's Monterey pines are no longer considered ESHA. The majority of the property's Monterey pines are located within a 21,600 square foot restoration and enhancement area and are further protected by applicable Del Monte Forest Land Use Plan and Coastal Implementation Plan policies.

As the grantee of the Conservation and Scenic Easement, the Del Monte Forest Conservancy has commented on the project. The Del Monte Forest Conservancy has stated via e-mail correspondence with staff that the Conservancy consents to the termination of the easement based upon evidence from that: 1) no environmentally sensitive habitat currently exists on the property site subject to the easement; 2) the habitat that was on the property at the time of the granting of the easement has been successfully moved to another location; 3) that the sensitive habitat is flourishing at its new location; 4) the County has verified the accuracy of the consultant's report containing these representations; and 5) this termination request has received all necessary regulatory approvals from applicable County agencies and the California Coastal Commission and does not constitute any form of precedent for future projects or existing Conservation and Scenic Easements.

A letter from the project biologist (**Attachment E**), Pat Regan, dated September 6, 2021, and January 22, 2022, confirms that no environmentally sensitive habitat exists on the property. Monitoring of the transplanted population confirms that the entirety of the sensitive habitat that was on the property at the time of granting of the easement (Yadon's Piperia) has been moved to a new location and is thriving at the new location (Area H). County staff independently reviewed the biological reports and concur with their conclusions. On December 15, 2022, California Coastal Commission staff expressed their support for the project due to the specifics of the case being that the transplanting of the special status species was a result of a mitigation measure, and the subsequent monitoring has proven the transplanting to be successful. Monterey County Conservation and Scenic Easements are irrevocable. The proposed termination of the Conservation and Scenic Easement is specific to this project and based solely on facts of this case. Termination of the Conservation and Scenic Easement on the subject property (APN: 008-232-003-000) does not apply to or effect other Conservation and Scenic Easements conveyed to the Del Monte Forest Conservancy or to the County of Monterey.

Therefore, Staff recommends the Board of Supervisors terminate of the subject easement. A Draft Termination Agreement (**Attachment B**) and Quitclaim Deed (**Attachment C**) have been prepared and signed by appropriate parties and are subject to the Board of Supervisor's acceptance and recordation.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

A Mitigated Negative Declaration (MND) was adopted prior to approving the construction of the Werner Nase Jr. Trust residence. The proposed termination of the easement does not require subsequent environmental review pursuant to CEQA Guidelines Section 15162. The condition requiring the Conservation and Scenic Easement (Condition No. 5) was not identified or analyzed in the adopted Mitigated Negative Declaration and was not intended as mitigation. Condition No. 5 is separate from the mitigation measure applied to Yadon’s Piperia to reduce potential impacts to less than significant. The project meets Section 15162 of the CEQA Guidelines because no substantial changes are proposed requiring major revisions of the MND; no substantial changes have occurred with respect to circumstances under which the project was undertaken that will require major revisions to the MND; termination of the easement does not affect the previously adopted mitigation measures. Therefore, as proposed, termination of the property’s Conservation and Scenic Easement is consistent with the previously adopted Mitigated Negative Declaration.

OTHER AGENCY INVOLVEMENT

The following agencies have reviewed the project, have comments, and/or have recommended conditions:

- Environmental Health Bureau
- Pebble Beach Community Services District (Fire)
- Del Monte Forest Conservancy
- California Coastal Commission

LUAC

The proposed amendment was not referred to the Del Monte Forest LUAC for review based on the LUAC Guidelines.

FINANCING:

Funding for staff time associated with this project is included in the FY2022-23 Adopted Budget within Community Development General Fund 001, Appropriation Unit HCD002, Unit 8543.

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:

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

Prepared by: Fionna Jensen, Associate Planner  
Reviewed by: Craig Spencer, Chief of Planning  
Reviewed by: Lori Woodle, Finance Manager I

Approved by: Erik Lundquist, AICP, Director of Housing and Community Development

The following attachments are on file with the Clerk of the Board:

Attachment A - Draft Resolution

Attachment B - Draft Termination Agreement

- Exhibit A - Legal Description of Property
- Exhibit B - Planning Commission Resolution No. 22-017

Attachment C - Quitclaim deed

Attachment D - Vicinity Map

Attachment E - Biological letter prepared by Pat Regan (September 6, 2021, and January 22, 2022)

Attachment F - Planning Commission Resolution No. 17-035

Attachment G - Initial Study/Mitigated Negative Declaration for the Werner Nase Jr. Trust Residence (Resolution No. 17-035)

Attachment H - Mitigation Monitoring Plan adopted with Resolution No. 17-035

cc: Front Counter Copy; Coastal Commission; Pebble Beach Community Services District; HCD-Engineering Services; HCD-Environmental Services; Environmental Health Bureau; Fionna Jensen, Associate Planner; Anna Quenga, AICP, Principal Planner; Craig Spencer, HCD Chief of Planning; Simona and William Martin, Property Owners; Joel Panzer, Agent; Werner Nase, Interested Party; Del Monte Forest Conservancy c/o Laura Paxton, Interested Party; The Open Monterey Project (Molly Erickson); LandWatch; Project File PLN150669-AMD1



# Monterey County

Item No.

## Board Report

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

Legistar File Number: RES 22-151

August 23, 2022

Introduced: 8/1/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Resolution

PLN150669-AMD1 - MARTIN WILLIAM H & SIMONA H TRS (FORMERLY NASE WERNER JR. TRUST)

Public hearing to consider:

- a. Terminating the Conservation and Scenic Easement on the Martin William H & Simona H TRS (Formerly Nase Werner Jr. Trust) property;
- b. Finding that termination of the Conservation and Scenic Easement does not require additional environmental review under CEQA Guidelines section 15162.
- c. Authorizing the Chair to execute the Termination Agreement and Quitclaim Deed; and
- d. Directing the Clerk of the Board to submit the Termination Agreement and Quitclaim Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

Project Location: 1412 Lisbon Lane, Pebble Beach

Proposed CEQA action: Finding that termination of the Conservation and Scenic Easement does not require additional environmental review under CEQA Guidelines section 15162.

### RECOMMENDATION:

It is recommended that the Monterey County Board of Supervisors:

- a. Consider the previously adopted Mitigated Negative Declaration (MND) prepared for the construction of the Werner Nase Jr. Trust residence (PLN150669); and
- b. Terminate the Conservation and Scenic Easement on the Martin William H & Simona H TRS (Formerly Nase Werner Jr. Trust) property; and
- c. Authorize the Chair to execute the Termination Agreement and Quitclaim Deed; and
- d. Direct the Clerk of the Board to submit the Termination Agreement and Quitclaim Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

A draft resolution is attached for consideration (**Attachment A**). The agreement terminating the Conservation and Scenic Easement is attached to this Board Report as **Attachment B**. The Quitclaim deed is attached to this Board Report as **Attachment C**.

### PROJECT INFORMATION:

**Agent:** Joel Panzer

**Owner:** Simona & William Martin

**APN:** 008-232-003-000

**Parcel Size:** 1 acre

**Plan Area:** Del Monte Forest Land Use Plan

SUMMARY:

On August 30, 2017, the Monterey County Planning Commission approved a Combined Development Permit consisting of 1) Coastal Administrative and Design Approval for the construction of a 5,385 square foot one-story single-family dwelling with an attached garage and covered porch; 2) Coastal Development Permit for the removal of 44 Monterey pine trees; and 3) Coastal Development Permit for development within 100 feet of Environmentally Sensitive Habitat (Resolution No. 17-035) (**Attachment F**). Approval of this project also included the adoption of a Mitigated Negative Declaration (**Attachment G**) and a Mitigation Monitoring and Reporting Program (**Attachment H**). Twenty conditions of approval (not including mitigation measures) were applied to the permit. One of the conditions (Condition No. 5) required the property owner to grant an easement over portions of the property that contained sensitive habitat. The Monterey County Board of Supervisors approved and accepted an easement on September 15, 2020 (Document No. 2020051385) satisfying Condition No. 5 and a 21,600 square foot Conservation and Scenic Easement was granted to the Del Monte Forest Conservancy. This easement encumbers nearly the entire property surrounding the approved dwelling and driveway.

On June 29, 2022, the Monterey County Planning Commission adopted a resolution (Resolution No. 22-017; included as Exhibit B of **Attachment B**) approving an Amendment to a previously approved Combined Development Permit (PLN150669; Planning Commission Resolution No. 17-035) to remove Condition No. 5 which required conveyance of a 21,600 square foot Conservation and Scenic Easement are to the Del Monterey Forest Conservancy and recommending the Board of Supervisors terminate the Conservation and Scenic Easement from the subject property. This resolution contains a finding that removal of Condition No. 5 is consistent with the previously adopted Mitigated Negative Declaration prepared for the Werner Nase Jr. Trust residence.

The reason that the property owner would like to terminate the easement is that the easement precludes the use of their yard for private residential enjoyment and because the Yadon's Piperia that had existed on the site was mitigated for by moving the plants to a receiver site so that the project site no longer contains the habitat that was the reason for the easement. The Del Monte Forest Conservancy has consented to the termination of the easement in this case.

DISCUSSION:

A previously approved permit, PLN150669, included a Coastal Development Permit to allow development within 100 feet of mapped or field identified environmentally sensitive habitats. Biological studies for the residence identified *Piperia yadonii* (Yadon's piperia) and Monterey pine forest as Environmentally Sensitive Habitat Area (ESHA). Monterey pines are typically not considered ESHA, and thus are only protected due to their status as a native tree. However, if the Monterey pines or their understory support special status species, then they too are considered ESHA. Prior to the approved residential development, the subject property's Monterey pines supported Yadon's Piperia; a federally listed endangered plant species.

In accordance with Policy 13 of the Del Monte Forest Land Use Plan, Condition No. 5 was applied to the previous project, requiring the Applicant/Owner to convey a 21,600 square foot Conservation and Scenic Easement over the established Enhancement/Restoration area to the Del Monte Forest Conservancy. However, the Mitigated Negative Declaration included Mitigation Measure No. 2 which

resulted in transplanting the entirety of the identified Yadon's Piperia habitat to a receiver site (Area H, owned by the Pebble Beach Company and set aside as open space and for purposes of conservation). This mitigation was developed by the project's biologist in consultation with the United States Fish and Wildlife Service (USFWS), members of the Del Monte Forest Conservancy, the Del Monte Forest Open Space Advisory Committee and the Pebble Beach Company. This mitigation measure, which has been proven to be successful through 4 years of annual monitoring by the project biologist, effectively removed the property's isolated populations of Yadon's Piperia. Due to the successful implementation of Mitigation Measure No. 2, no Yadon's Piperia foliage or flowers have been found on the subject lot since the day the plants were removed in November 2017. With relocation of the Yadon's Piperia, the property's Monterey pines are no longer considered ESHA. The majority of the property's Monterey pines are located within a 21,600 square foot restoration and enhancement area and are further protected by applicable Del Monte Forest Land Use Plan and Coastal Implementation Plan policies.

As the grantee of the Conservation and Scenic Easement, the Del Monte Forest Conservancy has commented on the project. The Del Monte Forest Conservancy has stated via e-mail correspondence with staff that the Conservancy consents to the termination of the easement based upon evidence from that: 1) no environmentally sensitive habitat currently exists on the property site subject to the easement; 2) the habitat that was on the property at the time of the granting of the easement has been successfully moved to another location; 3) that the sensitive habitat is flourishing at its new location; 4) the County has verified the accuracy of the consultant's report containing these representations; and 5) this termination request has received all necessary regulatory approvals from applicable County agencies and the California Coastal Commission and does not constitute any form of precedent for future projects or existing Conservation and Scenic Easements.

A letter from the project biologist (**Attachment E**), Pat Regan, dated September 6, 2021, and January 22, 2022, confirms that no environmentally sensitive habitat exists on the property. Monitoring of the transplanted population confirms that the entirety of the sensitive habitat that was on the property at the time of granting of the easement (Yadon's Piperia) has been moved to a new location and is thriving at the new location (Area H). County staff independently reviewed the biological reports and concur with their conclusions. On December 15, 2022, California Coastal Commission staff expressed their support for the project due to the specifics of the case being that the transplanting of the special status species was a result of a mitigation measure, and the subsequent monitoring has proven the transplanting to be successful. Monterey County Conservation and Scenic Easements are irrevocable. The proposed termination of the Conservation and Scenic Easement is specific to this project and based solely on facts of this case. Termination of the Conservation and Scenic Easement on the subject property (APN: 008-232-003-000) does not apply to or effect other Conservation and Scenic Easements conveyed to the Del Monte Forest Conservancy or to the County of Monterey.

Therefore, Staff recommends the Board of Supervisors terminate of the subject easement. A Draft Termination Agreement (**Attachment B**) and Quitclaim Deed (**Attachment C**) have been prepared and signed by appropriate parties and are subject to the Board of Supervisor's acceptance and recordation.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):

A Mitigated Negative Declaration (MND) was adopted prior to approving the construction of the Werner Nase Jr. Trust residence. The proposed termination of the easement does not require subsequent environmental review pursuant to CEQA Guidelines Section 15162. The condition requiring the Conservation and Scenic Easement (Condition No. 5) was not identified or analyzed in the adopted Mitigated Negative Declaration and was not intended as mitigation. Condition No. 5 is separate from the mitigation measure applied to Yadon’s Piperia to reduce potential impacts to less than significant. The project meets Section 15162 of the CEQA Guidelines because no substantial changes are proposed requiring major revisions of the MND; no substantial changes have occurred with respect to circumstances under which the project was undertaken that will require major revisions to the MND; termination of the easement does not affect the previously adopted mitigation measures. Therefore, as proposed, termination of the property’s Conservation and Scenic Easement is consistent with the previously adopted Mitigated Negative Declaration.

OTHER AGENCY INVOLVEMENT

The following agencies have reviewed the project, have comments, and/or have recommended conditions:

- Environmental Health Bureau
- Pebble Beach Community Services District (Fire)
- Del Monte Forest Conservancy
- California Coastal Commission

LUAC

The proposed amendment was not referred to the Del Monte Forest LUAC for review based on the LUAC Guidelines.

FINANCING:

Funding for staff time associated with this project is included in the FY2022-23 Adopted Budget within Community Development General Fund 001, Appropriation Unit HCD002, Unit 8543.

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:

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

Prepared by: Fionna Jensen, Associate Planner  
Reviewed by: Craig Spencer, Chief of Planning  
Reviewed by: Lori Woodle, Finance Manager I

Legistar File Number: RES 22-151

---

Approved by: Erik Lundquist, AICP, Director of Housing and Community Development

DS  
El

The following attachments are on file with the Clerk of the Board:

Attachment A - Draft Resolution

Attachment B - Draft Termination Agreement

- Exhibit A - Legal Description of Property
- Exhibit B - Planning Commission Resolution No. 22-017

Attachment C - Quitclaim deed

Attachment D - Vicinity Map

Attachment E - Biological letter prepared by Pat Regan (September 6, 2021, and January 22, 2022)

Attachment F - Planning Commission Resolution No. 17-035

Attachment G - Initial Study/Mitigated Negative Declaration for the Werner Nase Jr. Trust Residence (Resolution No. 17-035)

Attachment H - Mitigation Monitoring Plan adopted with Resolution No. 17-035

cc: Front Counter Copy; Coastal Commission; Pebble Beach Community Services District; HCD-Engineering Services; HCD-Environmental Services; Environmental Health Bureau; Fionna Jensen, Associate Planner; Anna Quenga, AICP, Principal Planner; Craig Spencer, HCD Chief of Planning; Simona and William Martin, Property Owners; Joel Panzer, Agent; Werner Nase, Interested Party; Del Monte Forest Conservancy c/o Laura Paxton, Interested Party; The Open Monterey Project (Molly Erickson); LandWatch; Project File PLN150669-AMD1

# Attachment A

This page intentionally left blank.

## DRAFT RESOLUTION

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

In the matter of the application of:

**Martin William H & Simona H TRS (formerly  
Werner Nase Jr. Trust) (PLN150669-AMD1)**

#### **RESOLUTION NO. 22 -**

Resolution by the Monterey Board of Supervisors to:

- a) Consider the previously adopted Mitigated Negative Declaration (MND) for the construction of the Werner Nase Jr. Trust residence (PLN150669);
- b) Terminate the Conservation and Scenic Easement on the Martin William H & Simona H TRS (Formerly Nase Werner Jr. Trust) property
- c) Authorize the Chair to execute the Termination Agreement and Quitclaim Deed; and
- d) Direct the Clerk of the Board to submit the Termination Agreement and Quitclaim Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

[PLN150669-AMD1, 1412 Lisbon Lane, Pebble Beach, Del Monte Forest Land Use Plan (APN: 008-232-003-000)]

**The Martin William H & Simona H TRS (formerly Werner Nase Jr. Trust) application (PLN150669-AMD1) came on for public hearing before the Monterey County Board of Supervisors on August 23, 2022. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:**

#### **FINDINGS**

1. **FINDING:** **PROCESS** - The County has received and processed an amendment to PLN150669-AMD1 to remove Condition No. 5 from PLN150669 (Resolution No. 17-035). Removal of this condition allows for termination of a Conservation and Scenic Easement.  
**EVIDENCE:** a) On August 30, 2017, the Monterey County Planning Commission approved PLN150669 (Resolution No. 17-035) for a Combined Development Permit consisting of 1) Coastal Administrative and Design Approval for the construction of a 5,385 square foot one-story single family dwelling with an attached garage and covered porch; 2) Coastal Development Permit for the removal of 44 Monterey pine trees; and 3)

Coastal Development Permit for development within 100 feet of Environmentally Sensitive Habitat (ESHA- Yadon’s Piperia and Monterey pine forest). Approval of this project also included the adoption of a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program. The entitlement incorporated 20 conditions of approval (not including the mitigation measures). All conditions of approval and mitigation measures have been “Met” except for Mitigation Measures 1f and 2c, which are applied as Condition Nos. 26 and 28. These two mitigations are “Partially Met” and will be met upon submittal of the 5<sup>th</sup> annual monitoring report for the transplanting Yadon’s Piperia and the replanted Monterey pines.

- b) Condition No. 5 of the previously approved project required the Applicant/Owner to convey a 21,600 square foot Conservation and Scenic Easement over the established Enhancement/Restoration area to the Del Monte Forest Conservancy. The Monterey County Board of Supervisors approved and accepted this easement on September 15, 2020. This easement was recorded as Document No. 2020051385.
- c) On October 13, 2021, an application for an Amendment to remove Condition No. 5 from the previously approved Combined Development Permit (PLN150669) was submitted to HCD-Planning staff (PLN150669-AMD1).
- d) On June 29, 2022, the Monterey County Planning Commission adopted a resolution (Resolution No. 22-017) finding that removal of Condition No. 5 is consistent with the previously adopted Mitigated Negative Declaration prepared for the Werner Nase Jr. Trust residence; approving removal of Condition No. 5 from the previously approved Combined Development Permit (Resolution No. 17-035); and recommending the Board of Supervisors terminate the Conservation and Scenic Easement from the subject property.
- e) None of the conditions of approval or mitigations measures applied to PLN150669 have been carried forward to this permit, PLN150669-AMD1. Condition Nos. 26 and 28 (Mitigation Measures 1f and 2c) of PLN150669 are “Partially Met” and shall be met under the original permit, PLN150669.
- f) The findings and evidence from PLN150669 (Resolution No. 17-035) and PLN15066-AMD1 (Resolution No. 22-017) have been carried forward to this permit (PLN150669-AMD1) and incorporated by reference.
- g) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File No(s). PLN150669 and PLN150669-AMD1.

**2. FINDING: CONSISTENCY / DESIGN / NO VIOLATIONS** – The proposed easement termination does not change the project (a single-family residence) analyzed in Planning Commission Resolution No. 17-035. With removal of Condition No. 5, the proposed easement termination is consistent with the policies of the Monterey County 1982 General Plan, Del Monte Forest Land Use Plan, Del Monte Forest Coastal

- Implementation Plan, Monterey County Zoning Ordinance (Title 20), and other County health, safety, and welfare ordinances related to land use development. No violations exist on the property.
- EVIDENCE:**
- a) The proposed easement termination (PLN150669-AMD1) amends a previously approved Combined Development Permit (PLN150669; Planning Commission 17-035) to remove Condition No. 5 which required conveyance of a 21,600 square foot Conservation and Scenic Easement area to the Del Monte Forest Conservancy. No development is proposed with this amendment. The single family home has already been constructed.
  - b) No conflicts with the proposed easement termination were found to exist. No communications were received during staff's review indicating inconsistencies with the text, policies, and regulations in the applicable plans and Monterey County Code (MCC).
  - c) The property is located at 1412 Lisbon Lane, Pebble Beach (Assessor's Parcel Number 008-232-003-000), Del Monte Forest Land Use Plan, Coastal Zone. The parcel is zoned Low Density Residential, 1.5 acres per unit, with a Design Control Overlay (Coastal Zone) [LDR/1.5-D (CZ)]. The previously approved Amendment included the removal of Condition No. 5. In accordance with MCC Section 20.70.105 (Amendments to Coastal Development Permits), the Amendment was referred back to the original decision-making body (Planning Commission) because the project involved the removal of a previously adopted condition. On June 29, 2022, the Monterey County Planning Commission adopted a resolution (Resolution No. 22-017) approving removal of Condition No. 5 from the previously approved Combined Development Permit (Resolution No. 17-035) and recommending the Board of Supervisors terminate the Conservation and Scenic Easement from the subject property. Removal of Condition No. 5 removes the condition applied to the original permit that required granting of a Conservation and Scenic Easement. The Board of Supervisors is the appropriate authority to terminate the easement.
  - d) Environmentally Sensitive Habitat Areas (ESHA). The previously approved permit, PLN150669, included a Coastal Development Permit to allow development within 100 feet of mapped or field identified environmentally sensitive habitats. As part of the review of that project, biological studies for the residence identified *Piperia yadonii* (Yadon's piperia) and Monterey pine forest as ESHA. Monterey pines are protected due to their status as a native tree. If Monterey pines or their understory support special status species, they are then considered ESHA. In this case, the subject property's Monterey pines supported Yadon's Piperia, a federally listed endangered species prior to the approved development. At that time, development of the proposed dwelling was found to have impacts on ESHA. Mitigations and conditions were applied to that development. Since that time, circumstances and biological conditions have changed, primarily as a result of the implementation of a mitigation that required moving the Yadon's piperia plants to a receiver site. With the execution of the transplanting mitigation, the site still supports Monterey Pine Forest

but not Yadon's piperia.

- e) Conservation and Scenic Easement. In accordance with Policy 13 of the Del Monte Forest Land Use Plan, Condition No. 5 was applied to the previous project, PLN150669. This condition required the Applicant/Owner convey a 21,600 square foot Conservation and Scenic Easement over the established Enhancement/Restoration area to the Del Monte Forest Conservancy. At the time of the previous project was processed, ESHA did occur on the property and therefore this policy was applicable. As a result, the Monterey County Board of Supervisors approved and accepted the easement on September 15, 2020. This easement was recorded as Document No. 2020051385. However, successful implementation of Mitigation Measure No. 2 (transplanting of Yadon's Piperia, see below Evidence "h," "i," and "j") resulted in site conditions which do not support ESHA. As approved under Resolution No. 22-017, Condition No. 5 has been removed from the previously approved Combined Development Permit. Therefore, the applicant is requesting termination of the property's conservation and easement as there is no longer a nexus requiring the easement to continue to exist.
- f) Monterey Pines. The previously approved Combined Development Permit included the removal of 44 Monterey pines, 4 of which were landmark sized Monterey pines. The Tree Resource Assessment Management Plan prepared for the previously approved identified the project site as having an overstock of Monterey pines; 200 trees on a parcel of under one acre in size. In order to mitigate for the loss of approximately 10,800 square feet of Monterey pine woodland and 44 Monterey pine trees, Mitigation Measure No. 1 required the Applicant/Owner to restore and enhance on a 2:1 ratio (a total of 21,600 square feet). Restoration and enhancement activities include but were not limited to on-site replacement on a 1:1 of 44 Monterey pines at five-gallon each and 5-year monitoring to ensure successful growth. Although the tree replanting has been completed, only 3 of the 5 years of monitoring has occurred and therefore this mitigation measure is only partially satisfied. This mitigation measure will be satisfied upon submittal of a 5<sup>th</sup> year monitoring report.
- g) Yadon's Piperia. Yadon's piperia is an endangered orchid, federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere; Seriously endangered in California). This is a wildflower that may be dormant and not emerge above the soil surface until the spring, where it would leaf producing flowers on erect spikes. The Biological Assessment prepared by Pat Regan in 2015 (LIB160031) confirmed that there were 5 individual separate areas of Yadon's piperia habitat containing a total of approximately 437 (at minimum) individual Piperia plants, or 5,824 square feet, within the Nase property and a section of Pebble Beach right-of-way along the southern side of Lisbon Lane. Approximately 3,108 square feet of Yadon's Piperia was slated to be impacted by the construction of the single-family dwelling. Due to the presence of the special status species, the project Biologist proposed three alternative mitigation measures to minimize and/or avoid impacts to the Yadon's

Piperia: 1) “complete avoidance with a significant additional buffer barrier around [the species, which would require a redesign of the residence], or [2)] transplant [the Yadon’s Piperia population] to a single area on the project site and protect with an easement and development restrictions, or [3)] removal from the site altogether and extended monitoring and maintenance activities to ensure their survival.”

- h) Mitigation Measure No. 2. In consultation with the USFWS, CDFW, members of the Del Monte Forest Conservancy, the Del Monte Forest Open Space Advisory Committee the Pebble Beach Company, and local biologist, transplanting the entirety of the Yadon’s Piperia population to a receiver site was determined to provide the species the best chance for survival and the potential to reproduce and spread. This decision was primarily made because the Yadon’s Piperia population was noncontiguous as it was surrounded by ornamental plantings, development, and a roadway. As stated by the project biologist, “Given the development surrounding the lot at 1412 Lisbon Lane...it became clear that this was an island isolated from any natural interface of suitable habitat for the species, even if the plants remained in situ and the lot undeveloped. It was essentially a dead end for the continuation of this population.” Therefore, the adopted Mitigated Negative Declaration included Mitigation Measure No. 2 which required the Applicant/Owner to transplant the entirety of the identified Yadon’s Piperia to a receiver site (Area H, owned by the Pebble Beach Company and set aside as open space and for purposes of conservation). A location along Spruance Road in Area H was chosen for transplanting due to its accessibility, proximity to another Yadon’s Piperia population for monitoring and comparison purposes, and similar conditions to the Nase property. This mitigation was developed by the project’s biologist in consultation with the USFWS, CDFW, members of the Del Monte Forest Conservancy, the Del Monte Forest Open Space Advisory Committee and the Pebble Beach Company. This mitigation measure, which has been proven to be successful through four years of monitoring by the project biologist, effectively removed the property’s isolated populations of Yadon’s Piperia. With relocation of the Yadon’s Piperia, the Monterey pines were no longer considered ESHA. A letter from the project biologist, Pat Regan, dated September 6, 2021 states, “The ESHA classification that came with the Piperia plants has been effectively transferred off the site... [and] [t]here is no environmentally sensitive habitat area remaining on the property, because there is no longer any Piperia yadonii on the lot.” No Yadon’s piperia foliage or flowers have been found on the subject lot since the day the plants were removed in November 2017.
- i) Condition No. 5, requiring the Conservation and Scenic Easement, was not identified or analyzed in the adopted Mitigated Negative Declaration and is separate from the mitigation measure applied to Yadon’s Piperia to reduce potential impacts to less than significant. Therefore, although not anticipated, if the 5<sup>th</sup> annual monitoring report of the transplanted Yadon’s Piperia population determines that the population is not

thriving and did not meet the five-year success criteria (100% survival), Mitigation Measure 2 and the adopted Mitigation Monitoring and Reporting Plan have contingencies which require additional mitigation measures to be prepared and implemented. Termination of the property's easement will not change the environmental analysis contained in the Mitigated Negative Declaration.

- j) Yadon's Piperia Transplanting Process. On November 17, 2017, Biologist Pat Regan, Archaeologist Gary Breschini, and Esselen Nation Tribal Monitor Joseph Kavanagh monitored the transplanting of all known Yadon's piperia tubers from the project site to the receiver site. The transplanting process occurred as follows: a large tree spade would remove an approximate 8 feet deep by 8-foot-wide scoop of soil at the receiver site and carry it over to project site where it was placed on the ground near the Yadon's Piperia population. The tree spade would then remove an approximate 8 feet deep by 8-foot-wide scoop of Yadon's Piperia habitat (root ball intact) and place it in the previous hole created by the first tree spade. This process continued throughout the day, six more times, with the soil mass removed from each site being used to refill the hole remaining at the opposite site. This effort has been proven to be successful through four years of monitoring. The transplanted population has adapted to the receiver site and achieved new vegetative growth similar in quantity to those noted and flagged on the project site in 2015, 2016 and 2017.
- k) Regulatory approval. The Del Monte Forest Conservancy has stated via e-mail correspondence with Staff that the Conservancy consents to the termination of the easement based upon evidence from that:
1. *No environmentally sensitive habitat currently exists on the property site subject to the easement;* A letter from the project biologist, Pat Regan, dated September 6, 2021, and January 22, 2022, confirms that no environmentally sensitive habitat exists on the property.
  2. *The habitat that was on the property at the time of the granting of the easement has been successfully moved to another location;* Pat Regan's September 6, 2021 and January 22, 2022 letter, and subsequent monitoring of both Area H and the subject property confirms that the sensitive habitat that was on the property at the time of granting of the easement (Yadon's Piperia) has been moved to a new location.
  3. *That the sensitive habitat is flourishing at its new location;* The four years of annual reporting on the transplanted Yadon's Piperia population have confirmed that the species is thriving in their new location (Area H).
  4. *The County has verified the accuracy of the consultant's report containing these representations;* County staff independently reviewed the previously prepared biological reports and more recent biological letters and concur with their conclusions.
  5. *This revocation has received all necessary regulatory approvals from applicable County agencies and the California Coastal Commission and does not constitute any form of precedent for*

*future projects or existing Conservation and Scenic Easements;*  
 Via email to staff on December 15, 2021, the California Coastal Commission staff expressed their support the project due to the specifics of the case (HCD-Planning File No. PLN15066 and PLN150669-AMD1) being that 1) the transplanting of the Yadon’s Piperia was a result of Mitigation Measure No. 2 of the previously adopted Mitigated Negative Declaration (SCH#:2017071011), and 2) the subsequent monitoring, as required by the adopted Mitigation Monitoring and Reporting Plan, has proven the transplanting to be successful thus far. Monterey County Conservation and Scenic Easements are irrevocable. The proposed termination of the Conservation and Scenic Easement is specific to this project (HCD-Planning File PLN150669 and PLN150669-AMD1) and the subject property (APN: APN: 008-232-003-000) and is based solely on facts of this case. Termination of the Conservation and Scenic Easement on the subject property (APN: 008-232-003-000) does not apply to or effect other Conservation and Scenic Easements conveyed to the Del Monte Forest Conservancy or to the County of Monterey. Absent an adopted CEQA document which includes a mitigation measure detailing the need to transplant or relocate a special status species in order to reduce impacts to less than significant, the removal and relocation or transplanting of special status species and ESHA would be in violation of Monterey County Code, and the policies and regulation of applicable General Plans, Land Use Plans, Coastal Implementation Plans, and Area/Master Plans.

- l) Monterey County HCD-Planning and HCD-Building Services records were reviewed, and the County is not aware of any active violations existing on the subject property.
- m) The application, project plans, and related support materials submitted by the project applicant to the Monterey County HCD - Planning Department for the proposed development found in Project File PLN150669 and PLN150669-AMD1.

**3. FINDING: SITE SUITABILITY** – The site is physically suitable for the use proposed.

- EVIDENCE:**
- a) There is no new use proposed as part of this project. The previously approved Amendment has been reviewed for suitability by the following departments and agencies: HCD-Planning, Pebble Beach Community Services District (Fire Protection District), HCD-Engineering Services, HCD-Environmental Services, and the Environmental Health Bureau. There has been no indication from these departments/agencies that the site is not suitable for the existing use or that the site would become unsuitable for the existing use due to termination of the easement.
  - b) The following reports prepared:
    - “RE: Easement reduction or elimination”, prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, September 6, 2021.

- “RE: Piperia yadonii mitigation measures”, prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, January 22, 2022.
- c) County staff independently reviewed the technical reports prepared for PLN150669 and recent biological letters (dated September 6, 2021, and January 22, 2022), prepared by Pat Regan, and concur with their conclusions.
- d) Termination of the Conservation and Scenic Easement will not change the physical conditions of 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 PLN150669 and PLN150669-AMD1.

**4. FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the amendment 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 previously approved Amendment was reviewed by HCD-Planning, Pebble Beach Community Services District (Fire Protection District), HCD-Engineering Services, HCD-Environmental Services, and the Environmental Health Bureau. No conditions were recommended by the respective agencies. The project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
  - b) Termination of the conservation and scenic easement will not affect the availability of public facilities serving the property’s residence.
  - c) 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 PLN150669 and PLN150669-AMD1.

**5. FINDING:** **CEQA (Consistent with Previously Adopted MND)** - A Mitigated Negative Declaration (MND) was adopted prior to approving the construction of the Werner Nase Jr. Trust residence (PLN150669). Termination of the property’s conservation and scenic easement does not require subsequent environmental review pursuant to CEQA Guidelines Section 15162.

- EVIDENCE:**
- a) A Draft Mitigated Negative Declaration (MND) was prepared in accordance with CEQA and circulated for public review from July 5, 2017 to August 4, 2017 (SCH#:2017071011). Issues that were analyzed in the Mitigated Negative Declaration include: Biological Resources and Cultural Resources.
  - b) On August 30, 2017, the Monterey County Planning Commission approved PLN150669 (Resolution No. 17-035) for a Combined Development Permit consisting of 1) Coastal Administrative and Design

Approval for the construction of a 5,385 square foot one-story single family dwelling with an attached garage and covered porch; 2) Coastal Development Permit for the removal of 44 Monterey pine trees; and 3) Coastal Development Permit for development within 100 feet of Environmentally Sensitive Habitat (ESHA- Yadon’s Piperia and Monterey pine forest). Approval of this project also included the adoption of a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program. 20 conditions of approval (not including mitigation measures) were approved for PLN150669 under Resolution No. 17-035. All conditions of approval and mitigation measures applied to PLN150669 are “Met” except for Mitigation Measures 1f and 2c, which are applied as Condition Nos. 26 and 28. These two mitigations are “Partially Met” and will be met upon submittal of the 5<sup>th</sup> annual monitoring report for the transplanting Yadon’s Piperia and the replanted Monterey Pines.

- c) The proposed project includes termination of a conservation and scenic easement which was required per Condition No. 5 of Resolution No. 17-035. On June 29, 2022, the Monterey County Planning Commission adopted a resolution (Resolution No. 22-017) approving removal of Condition No. 5 from the previously approved Combined Development Permit (Resolution No. 17-035).
- d) The condition requiring the Conservation and Scenic Easement was not identified or analyzed in the adopted Mitigated Negative Declaration and was not intended as mitigation. Condition No. 5 is separate from the mitigation measure applied to Yadon’s Piperia to reduce potential impacts to less than significant.
- e) The project meets Section 15162 of the CEQA Guidelines because no substantial changes are proposed requiring major revisions of the MND; no substantial changes have occurred with respect to circumstances under which the project was undertaken that will require major revisions to the MND; removal of Condition No. 5 and termination of the resulting conservation and scenic easement will not affect the previously adopted mitigation measures. Therefore, as proposed, termination of the conservation and scenic easement is consistent with the previously adopted Mitigated Negative Declaration.
- f) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed easement termination are found in project file PLN150669 and PLN150669-AMD1.

**6. FINDING:** **APPEALABILITY** – The decision on this project may be appealed to the Coastal Commission.

**EVIDENCE:** a) Coastal Commission. Pursuant to Title 20, Section 21.86.080, an appeal may be made to the California Coastal Commission because the project site is located between the sea and the first through public road paralleling the sea.

### DECISION

**NOW, THEREFORE**, based on the above findings and evidence, the Board of Supervisors does hereby:

- a) Consider the previously adopted Mitigated Negative Declaration (MND) for the construction of the Werner Nase Jr. Trust residence (PLN150669);
- b) Terminate the Conservation and Scenic Easement on the Martin William H & Simona H TRS (Formerly Nase Werner Jr. Trust) property;
- c) Authorize the Chair to execute the Termination Agreement and Quitclaim Deed; and
- d) Direct the Clerk of the Board to submit the Termination Agreement and Quitclaim Deed to the County Recorder for recording with all applicable recording fees paid by the applicant.

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, and carried this 23rd day of August, 2022, by the following vote to wit:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book \_\_\_\_\_ for the meeting on May 5, 2020.

Date:  
File Number:

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

By \_\_\_\_\_  
Deputy

# Attachment B

This page intentionally left blank.

When recorded return to:  
COUNTY OF MONTEREY HOUSING  
AND COMMUNITY DEVELOPMENT  
DEPARTMENT - PLANNING  
Attn: **FIONNA JENSEN**  
1441 Schilling Pl, South 2<sup>nd</sup> Floor  
Salinas, CA 93901  
(831) 755-4800

Space above for Recorder's Use

**Owner Name:** The Martin Family Living Trust  
**Permit No.:** PLN150669-AMD1  
**Resolution No.:** 22-017  
**APN:** 008-232-003-000  
**Project Planner:** Fionna Jensen

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  
 Exempt from transfer tax,  
Reason: Termination of Government interest (Govt.  
Code, § 6103(a).)

\_\_\_\_\_  
Signature of Declarant or Agent

## ***AGREEMENT***

This Agreement to Terminate a Conservation and Scenic Easement for Assessor's Parcel No. 008-232-003-000 is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the **Martin Family Living Trust** (Grantor) and the *Del Monte Forest Conservancy*, a California non-profit corporation (Grantee), on behalf of the *County of Monterey* (the County) (collectively, the Parties)

### ***WITNESSETH:***

**WHEREAS**, Grantor is the owner in fee of the real property at 1412 Lisbon Lane, Pebble Beach, more particularly described in Exhibit "A" attached hereto and made a part hereof, situated in Monterey County, California (the Property); 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 development as defined in the LCP; and

**WHEREAS**, on August 30, 2017, the Monterey County Planning Commission granted the application, adopting Resolution No. 17-035, in which it certified a Mitigated Negative Declaration under the California Environmental Quality Act and approved a Combined Development Permit (File Number PLN150669) consisting of 1) a Coastal Administrative and Design Approval to construct a 5,385 square foot one-story single family dwelling with attached garage and covered porch; 2) a Coastal Development Permit for the removal of 44 Monterey pine trees; and 3) a Coastal Development Permit for development within 100 feet of Environmentally Sensitive Habitat (ESHA); and

**WHEREAS**, the Planning Commission's approval was subject to several conditions, including Condition No. 5 which required the Grantor to convey a conservation and scenic easement over the 21,600 square foot Enhancement/Restoration Area on the eastern side of the subject Property, consisting of Monterey Pine Forest and associated understory, to the Del Monte Forest Conservancy as required by the procedures set forth in Monterey County Code section 20.64.280.A; and

**WHEREAS**, Condition No. 5 was imposed, in part, based on a Biological Survey conducted in November 2015 by Pat Regan (Library No.LIB160031), on file with the County of Monterey Housing and Community Development – Planning; and

**WHEREAS**, Grantor complied with Condition No. 5 by executing a Conservation and Scenic Easement (the Easement) conveying the Enhancement/Restoration Area to the Del Monte Forest Conservancy on behalf of the County of Monterey affecting the eastern 21,600 square foot portion of Property and hereby incorporated by reference (the Conservation and Scenic Easement Area), and agreed 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 parties executed the Easement on May 30, 2020 and the County

recorded the Easement on September 28, 2020 (Document No. 2020051385); and

**WHEREAS**, on September 6, 2021 and January 22, 2022, project biologist Pat Regan, in a letter to the County, detailed his belief why the easement should be terminated, namely that, because the ESHA plant population the easement was intended to protect, *Piperia yadonii*, was entirely removed in accordance with Mitigation Measure 2 of the certified Mitigated Negative Declaration (PLN150669; Resolution No. 17-035; SCH# 2017071011) from the project site in November 2017 and moved to a location more appropriate for the continued sustaining of said plants, Area H of the Pebble Beach Company's preservation property (the Receiver site); and

**WHEREAS**, Mr. Regan, Archaeologist Gary Breschini and Esselen Nation Tribal Monitor Joseph Kavanagh monitored the transplantation activities conducted by Mighty Tree Movers and Native Coast Landscapes; and

**WHEREAS**, Mr. Regan confirmed that the transplanting of the entire *Piperia yadonii* population, including roots, soil, and companion plants, has since been successful through three years of monitoring of the Property and Receiver Site, which concluded that the transplanted population is thriving at the Receiver site and that no *Piperia yadonii*, and hence, no ESHA, has been found on the Property in that time; and

**WHEREAS**, the parties agree that there is no other suitable conservation use for the Enhancement/Restoration Area; and

**WHEREAS**, the parties wish to terminate the Easement; and agree that Condition No. 5 and the Easement are no longer necessary to protect the ESHA, which has been transplanted off site. Planning Commission Resolution No. 22-017 (PLN150669-AMD1) approved removal of Condition No. 5 from the previous permit (PLN150669); and

**WHEREAS**, the parties recognize and agree both that the facts motivating this Agreement are extremely rare and that this Agreement should not be construed as precedent for any future such requests to the Del Monte Forest Conservancy or the County of Monterey; and

**WHEREAS**, the parties understand that terminating the Easement may have local, state, and/or federal tax consequences and Grantor agrees that it is solely responsible for any such consequences; and

**WHEREAS**, on \_\_\_\_\_, at \_\_\_\_\_ the County executed and recorded a Quitclaim deed disclaiming all title and interest to the Conservation and Scenic Easement Area.

**NOW, THEREFORE,** Grantor, the County, and the Del Monte Forest Conservancy agree as follows:

A. TERMINATION OF EASEMENT. The Conservation and Scenic Easement Deed made between Grantor and the Del Monte Forest Conservancy, on behalf of the County, on May 30, 2020, and recorded as Instrument No. 2020051385 is hereby terminated. Grantor, the County, and the Del Monte Forest Conservancy are released from any and all rights and obligations provided for in the Conservation and Scenic Easement Deed with respect to its applicability to the Property.

B. POTENTIAL TAX LIABILITY. Grantor, the County, and the Del Monte Forest Conservancy recognize that termination of the Easement may have local, state, and/or federal tax consequences for Grantor. By executing this Agreement, Grantor agrees that any such consequences are solely Grantor's responsibility.

C. INDEMNIFICATION: Grantor as a condition and in consideration of this termination of the Easement agrees that it will defend, indemnify, and hold harmless the County of Monterey and/or its agents, officers, employees, and/or contractors from any claim, actions, and/or proceeding against the County and/or its agents, officers, employees, and/or contractors (including attorneys' fees and cost awards) arising out of and/or in connection with the execution of this Agreement including, but not limited to, claims related to local, state, and/or federal tax liability.

Executed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, at \_\_\_\_\_, California.

**The Martin Family Living Trust**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name and Title)







***EXHIBITS TO BE ATTACHED TO:***

***CONSERVATION AND SCENIC EASEMENT DEED***

1. ***EXHIBIT "A"***: Full legal description of the entire property for which a Development Permit was granted. The legal description may be obtained from a grant deed or title report for the property. A parcel number will not be accepted as a legal description.
2. ***EXHIBIT "B"***: A copy of Monterey County Resolution No. 22-017 terminating the Easement.

**Exhibit "A"**

the following described property in the unincorporated area of the County of **Monterey**, State of **California**:

**BEGINNING AT "CORNER 30" AS SAID CORNER IS SHOWN AND SO DESIGNATED ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY OF A PORTION OF RANCHO EL PESCADERO, MONTEREY COUNTY, CALIFORNIA", ETC., FILED FEBRUARY 5, 1952 IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, IN MAP BOOK 4 OF SURVEYS AT PAGE 95 AND RUNNING THENCE:**

**(1) SOUTH 14° 50' WEST 182.01 FEET; THENCE**

**(2) NORTH 73° 00' WEST, 245.18 FEET; THENCE**

**(3) NORTH 14° 50' EAST, 172.75 FEET; THENCE**

**(4) SOUTH 75° 10' EAST, 245.00 FEET TO THE POINT OF BEGINNING, AND BEING A PORTION OF RANCHO EL PESCADERO, MONTEREY COUNTY, CALIFORNIA.**

Before the Planning Commission in and for the County of Monterey, State of California

In the matter of the application of:

MARTIN WILLIAM H & SIMONA H TRS (FORMERLY WERNER NASE JR. TRUST) (PLN150669-AMD1) RESOLUTION NO. 22 - 017

Resolution by the Monterey County Planning Commission to:

- a) Consider the previously adopted Mitigated Negative Declaration (MND) for the construction of the Werner Nase Jr. Trust residence (PLN150669);
b) Approve an Amendment to a previously approved Combined Development Permit (PLN150669; Planning Commission Resolution No. 17-035) to remove Condition No. 5 which required conveyance of a 21,600 square foot Conservation and Scenic Easement area to the Del Monte Forest Conservancy; and
c) Recommend the Board of Supervisors terminate the Conservation and Scenic Easement Deed from The Werner Nase, Jr. Trust.

[PLN150669-AMD1, 1412 Lisbon Lane, Pebble Beach, Del Monte Forest Land Use Plan (APN: 008-232-003-000)]

The Martin William H & Simona H TRS (formerly Werner Nase Jr. Trust) application (PLN150669-AMD1) came on for public hearing before the Monterey County Planning Commission on June 29, 2022. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

- 1. FINDING: PROCESS - The County has received and processed an amendment to PLN150669-AMD1.
EVIDENCE: a) On August 30, 2017, the Monterey County Planning Commission approved PLN150669 (Resolution No. 17-035) for a Combined Development Permit consisting of 1) Coastal Administrative and Design Approval for the construction of a 5,385 square foot one-story single family dwelling with an attached garage and covered porch; 2) Coastal Development Permit for the removal of 44 Monterey pine trees; and 3) Coastal Development Permit for development within 100 feet of Environmentally Sensitive Habitat (ESHA- Yadon's Piperia and Monterey pine forest). Approval of this project also included the

adoption of a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program. The entitlement incorporated 20 conditions of approval (not including the mitigation measures). All conditions of approval and mitigation measures have been “Met” except for Mitigation Measures 1f and 2c, which are applied as Condition Nos. 26 and 28. These two mitigations are “Partially Met” and will be met upon submittal of the 5<sup>th</sup> annual monitoring report for the transplanting Yadon’s Piperia and the replanted Monterey pines.

- b) On October 13, 2021, an application for an Amendment to remove Condition No. 5 from the previously approved Combined Development Permit (PLN150669) was submitted to HCD-Planning staff (PLN150669-AMD1).
- c) Condition No. 5 of the previously approved project required the Applicant/Owner to convey a 21,600 square foot Conservation and Scenic Easement over the established Enhancement/Restoration area to the Del Monte Forest Conservancy. The Monterey County Board of Supervisors approved and accepted this easement on September 15, 2020. This easement was recorded as Document No. 2020051385.
- d) None of the conditions of approval or mitigations measures applied to PLN150669 have been carried forward to this permit, PLN150669-AMD1. This amendment is not the operating permit and only proposes removal of one condition of approval previously applied to PLN150669. Condition Nos. 26 and 28 (Mitigation Measures 1f and 2c) of PLN150669 are “Partially Met” and shall be met under the original permit, PLN150669.
- e) The findings and evidence from PLN150669 (Resolution No. 017-035) have been carried forward to this permit (PLN150669-AMD1 and incorporated by reference.
- f) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File No(s). PLN150669 and PLN150669-AMD1.

**2. FINDING:** **CONSISTENCY / DESIGN / NO VIOLATIONS** – The proposed amendment does not change the analysis contained in Resolution No. 17-035. The proposed amendment to remove Condition No. 5 is consistent with the policies of the Monterey County 1982 General Plan, Del Monte Forest Land Use Plan, Del Monte Forest Coastal Implementation Plan, Monterey County Zoning Ordinance (Title 20), and other County health, safety, and welfare ordinances related to land use development. No violations exist on the property. As approved and amended, permit number PLN150669-AMD1 will become and be referred to as the approved operating permit.

**EVIDENCE:** a) The proposed project involves an Amendment to a previously approved Combined Development Permit (PLN150669; Planning Commission 17-035) to remove Condition No. 5 which required conveyance of a 21,600 square foot Conservation and Scenic Easement area to the Del Monte Forest Conservancy. No development is proposed with this amendment. The findings and evidence contained in Resolution No. 17-

035 for the previously approved development are incorporated herein by reference.

- b) No conflicts with the proposed amendment were found to exist. No communications were received during review of the amendment indicating inconsistencies with the text, policies, and regulations in the applicable plans and Monterey County Code (MCC).
- c) The property is located at 1412 Lisbon Lane, Pebble Beach (Assessor's Parcel Number 008-232-003-000), Del Monte Forest Land Use Plan, Coastal Zone. The parcel is zoned Low Density Residential, 1.5 acres per unit, with a Design Control Overlay (Coastal Zone) [LDR/1.5-D (CZ)]. The project does not propose any development but includes the removal of Condition No. 5. In accordance with MCC Section 20.70.105 (Amendments to Coastal Development Permits), the proposed amendment has been referred back to the original decision-making body (Planning Commission) because the project involves the removal of a previously adopted condition. Removal of Condition No. 5 terminates the need for a Conservation and Scenic Easement. The Board of Supervisors is the appropriate authority to terminate the easement. Therefore, the Planning Commission is making a recommendation to the Board of Supervisors.
- d) Environmentally Sensitive Habitat Areas (ESHA). The previously approved permit, PLN150669, included a Coastal Development Permit to allow development within 100 feet of mapped or field identified environmentally sensitive habitats. As part of the review of that project, biological studies for the residence identified *Piperia yadonii* (Yadon's piperia) and Monterey pine forest as ESHA. Monterey pines are protected due to their status as a native tree. If Monterey pines or their understory support special status species, they are then considered ESHA. In this case, the subject property's Monterey pines supported Yadon's Piperia, a federally listed endangered species prior to the approved development. At that time, development of the proposed dwelling was found to have impacts on ESHA. Mitigations and conditions were applied to that development. Since that time, circumstances and biological conditions have changed, primarily as a result of the implementation of a mitigation that required moving the Yadon's piperia plants to a receiver site. As it exists now, the site still supports Monterey Pine Forest but not Yadon's piperia.
- e) Conservation and Scenic Easement. In accordance with Policy 13 of the Del Monte Forest Land Use Plan, Condition No. 5 was applied to the previous project, PLN150669. This condition required the Applicant/Owner convey a 21,600 square foot Conservation and Scenic Easement over the established Enhancement/Restoration area to the Del Monte Forest Conservancy. At the time of the previous project was processed, ESHA did occur on the property and therefore this policy was applicable. However, successful implementation of Mitigation Measure No. 2 (transplanting of Yadon's Piperia, see below Evidence "h," "i," and "j") resulted in site conditions which do not have or support ESHA. Therefore, the proposed project includes deletion of Condition No. 5 which will allow the termination of the recorded

Conservation and Scenic Easement (Document No. 2020051385).

- f) Monterey Pines. The previously approved project included the removal of 44 Monterey pines, 4 of which were landmark sized Monterey pines. The Tree Resource Assessment Management Plan prepared for the previously approved identified the project site as having an overstock of Monterey pines; 200 trees on a parcel of under one acre in size. In order to mitigate for the loss of approximately 10,800 square feet of Monterey pine woodland and 44 Monterey pine trees, Mitigation Measure No. 1 required the Applicant/Owner to restore and enhance on a 2:1 ratio (a total of 21,600 square feet). Restoration and enhancement activities include but were not limited to on-site replacement on a 1:1 of 44 Monterey pines at five-gallon each and 5-year monitoring to ensure successful growth. Although the tree replanting has been completed, only 3 of the 5 years of monitoring has occurred and therefore this mitigation measure is only partially satisfied. This mitigation measure will be satisfied upon submittal of a 5<sup>th</sup> year monitoring report.
- g) Yadon's Piperia. Yadon's piperia is an endangered orchid, federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere; Seriously endangered in California). This is a wildflower that may be dormant and not emerge above the soil surface until the spring, where it would leaf producing flowers on erect spikes. The Biological Assessment prepared by Pat Regan in 2015 (LIB160031) confirmed that there were 5 individual separate areas of Yadon's piperia habitat containing a total of approximately 437 (at minimum) individual Piperia plants, or 5,824 square feet, within the Nase property and a section of Pebble Beach right-of-way along the southern side of Lisbon Lane. Approximately 3,108 square feet of Yadon's Piperia was slated to be impacted by the construction of the single-family dwelling. Due to the presence of the special status species, the project Biologist proposed three alternative mitigation measures to minimize and/or avoid impacts to the Yadon's Piperia: 1) "complete avoidance with a significant additional buffer barrier around [the species, which would require a redesign of the residence], or [2)] transplant [the Yadon's Piperia population] to a single area on the project site and protect with an easement and development restrictions, or [3)] removal from the site altogether and extended monitoring and maintenance activities to ensure their survival."
- h) Mitigation Measure No. 2. In consultation with the USFWS, CDFW, members of the Del Monte Forest Conservancy, the Del Monte Forest Open Space Advisory Committee the Pebble Beach Company, and local biologist, transplanting the entirety of the Yadon's Piperia population to a receiver site was determined to provide the species the best chance for survival and the potential to reproduce and spread. This decision was primarily made because the Yadon's Piperia population was noncontiguous as it was surrounded by ornamental plantings, development, and a roadway. As stated by the project biologist, "Given the development surrounding the lot at 1412 Lisbon Lane...it became clear that this was an island isolated from any natural interface of

suitable habitat for the species, even if the plants remained in situ and the lot undeveloped. It was essentially a dead end for the continuation of this population.” Therefore, the adopted Mitigated Negative Declaration included Mitigation Measure No. 2 which required the Applicant/Owner to transplant the entirety of the identified Yadon’s Piperia to a receiver site (Area H, owned by the Pebble Beach Company and set aside as open space and for purposes of conservation). A location along Spruance Road in Area H was chosen for transplanting due to its accessibility, proximity to another Yadon’s Piperia population for monitoring and comparison purposes, and similar conditions to the Nase property. This mitigation was developed by the project’s biologist in consultation with the USFWS, CDFW, members of the Del Monte Forest Conservancy, the Del Monte Forest Open Space Advisory Committee and the Pebble Beach Company. This mitigation measure, which has been proven to be successful through four years of monitoring by the project biologist, effectively removed the property’s isolated populations of Yadon’s Piperia. With relocation of the Yadon’s Piperia, the Monterey pines were no longer considered ESHA. A letter from the project biologist, Pat Regan, dated September 6, 2021 states, “The ESHA classification that came with the Piperia plants has been effectively transferred off the site... [and] [t]here is no environmentally sensitive habitat area remaining on the property, because there is no longer any Piperia yadonii on the lot.” No Yadon’s piperia foliage or flowers have been found on the subject lot since the day the plants were removed in November 2017.

- i) The condition requiring the Conservation and Scenic Easement was not identified or analyzed in the adopted Mitigated Negative Declaration and is separate from the mitigation measure applied to Yadon’s Piperia to reduce potential impacts to less than significant. Therefore, although not anticipated, if the 5<sup>th</sup> annual monitoring report of the transplanted Yadon’s Piperia population determines that the population is not thriving and did not meet the five-year success criteria (100% survival), Mitigation Measure 2 and the adopted Mitigation Monitoring and Reporting Plan have contingencies which require additional mitigation measures to be prepared and implemented.
- j) Yadon’s Piperia Transplanting Process. On November 17, 2017, Biologist Pat Regan, Archaeologist Gary Breschini, and Esselen Nation Tribal Monitor Joseph Kavanagh monitored the transplanting of all known Yadon’s piperia tubers from the project site to the receiver site. The transplanting process occurred as follows: a large tree spade would remove an approximate 8 feet deep by 8-foot-wide scoop of soil at the receiver site and carry it over to project site where it was placed on the ground near the Yadon’s Piperia population. The tree spade would then remove an approximate 8 feet deep by 8-foot-wide scoop of Yadon’s Piperia habitat (root ball intact) and place it in the previous hole created by the first tree spade. This process continued throughout the day, six more times, with the soil mass removed from each site being used to refill the hole remaining at the opposite site. This effort has been proven to be successful through four years of monitoring. The transplanted

population has adapted to the receiver site and achieved new vegetative growth similar in quantity to those noted and flagged on the project site in 2015, 2016 and 2017.

k) Regulatory approval. The Del Monte Forest Conservancy has stated via e-mail correspondence with Staff that the Conservancy consents to the termination of the easement based upon evidence from that:

1. *No environmentally sensitive habitat currently exists on the property site subject to the easement;* A letter from the project biologist, Pat Regan, dated September 6, 2021, and January 22, 2022, confirms that no environmentally sensitive habitat exists on the property.
2. *The habitat that was on the property at the time of the granting of the easement has been successfully moved to another location;* Pat Regan's September 6, 2021 and January 22, 2022 letter, and subsequent monitoring of both Area H and the subject property confirms that the sensitive habitat that was on the property at the time of granting of the easement (Yadon's Piperia) has been moved to a new location.
3. *That the sensitive habitat is flourishing at its new location;* The four years of annual reporting on the transplanted Yadon's Piperia population have confirmed that the species is thriving in their new location (Area H).
4. *The County has verified the accuracy of the consultant's report containing these representations;* County staff independently reviewed the previously prepared biological reports and more recent biological letters and concur with their conclusions.
5. *This revocation has received all necessary regulatory approvals from applicable County agencies and the California Coastal Commission and does not constitute any form of precedent for future projects or existing Conservation and Scenic Easements;* Via email to staff on December 15, 2021, the California Coastal Commission staff expressed their support the project due to the specifics of the case (HCD-Planning File No. PLN150666 and PLN150669-AMD1) being that 1) the transplanting of the Yadon's Piperia was a result of Mitigation Measure No. 2 of the previously adopted Mitigated Negative Declaration (SCH#:2017071011), and 2) the subsequent monitoring, as required by the adopted Mitigation Monitoring and Reporting Plan, has proven the transplanting to be successful thus far. Monterey County Conservation and Scenic Easements are irrevocable. The proposed termination of the Conservation and Scenic Easement is specific to this project (HCD-Planning File PLN150669 and PLN150669-AMD1) and the subject property (APN: 008-232-003-000) and is based solely on facts of this case. Termination of the Conservation and Scenic Easement on the subject property (APN: 008-232-003-000) does not apply to or effect other Conservation and Scenic Easements conveyed to the Del Monte Forest Conservancy or to the County of Monterey. Absent an adopted CEQA document which includes

a mitigation measure detailing the need to transplant or relocate a special status species in order to reduce impacts to less than significant, the removal and relocation or transplanting of special status species and ESHA would be in violation of Monterey County Code, and the policies and regulation of applicable General Plans, Land Use Plans, Coastal Implementation Plans, and Area/Master Plans.

- l) Land Use Advisory Committee. The previously approved project (PLN150669) was referred to the Del Monte Forest Land Use Advisory Committee (LUAC) for review. The proposed amendment was not referred to the Del Monte Forest LUAC as the project does not meet the Board of Supervisor's LUAC Guidelines.
- m) Monterey County HCD-Planning and HCD-Building Services records were reviewed, and the County is not aware of any active violations existing on the subject property.
- n) The application, project plans, and related support materials submitted by the project applicant to the Monterey County HCD - Planning Department for the proposed development found in Project File PLN150669 and PLN150669-AMD1.

**3. FINDING: SITE SUITABILITY** – The site is physically suitable for the use proposed.

- EVIDENCE:**
- a) There is no new use proposed as part of this amendment. The amendment has been reviewed for suitability by the following departments and agencies: HCD-Planning, Pebble Beach Community Services District (Fire Protection District), HCD-Engineering Services, HCD-Environmental Services, and the Environmental Health Bureau. There has been no indication from these departments/agencies that the site is not suitable for the existing use or that the site would become unsuitable for the existing use due to the amendment.
  - b) The following reports prepared:
    - “RE: Easement reduction or elimination”, prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, September 6, 2021.
    - “RE: Piperia yadonii mitigation measures”, prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, January 22, 2022.
  - c) County staff independently reviewed the technical reports prepared for PLN150669 and recent biological letters (dated September 6, 2021, and January 22, 2022), prepared by Pat Regan, and concur with their conclusions.
  - d) Removal of Condition No. 5 and the subsequent termination of the Conservation and Scenic Easement will not change the physical conditions of 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 PLN150669 and PLN150669-AMD1.

**4. FINDING: HEALTH AND SAFETY** - The establishment, maintenance, or

operation of the amendment 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 amendment was reviewed by HCD-Planning, Pebble Beach Community Services District (Fire Protection District), HCD-Engineering Services, HCD-Environmental Services, and the Environmental Health Bureau. No conditions were recommended by the respective agencies. The project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
  - b) Removal of Condition No. 5 will not affect the availability of public facilities serving the property's residence.
  - c) 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 PLN150669 and PLN150669-AMD1.

**5. FINDING: CEQA (Consistent with Previously Adopted MND) - A Mitigated Negative Declaration (MND) was adopted prior to approving the construction of the Werner Nase Jr. Trust residence (PLN150669) . This Amendment does not require subsequent environmental review pursuant to CEQA Guidelines Section 15162.**

- EVIDENCE:**
- a) A Draft Mitigated Negative Declaration (MND) was prepared in accordance with CEQA and circulated for public review from July 5, 2017 to August 4, 2017 (SCH#:2017071011). Issues that were analyzed in the Mitigated Negative Declaration include: Biological Resources and Cultural Resources.
  - b) On August 30, 2017, the Monterey County Planning Commission approved PLN150669 (Resolution No. 17-035) for a Combined Development Permit consisting of 1) Coastal Administrative and Design Approval for the construction of a 5,385 square foot one-story single family dwelling with an attached garage and covered porch; 2) Coastal Development Permit for the removal of 44 Monterey pine trees; and 3) Coastal Development Permit for development within 100 feet of Environmentally Sensitive Habitat (ESHA- Yadon's Piperia and Monterey pine forest). Approval of this project also included the adoption of a Mitigated Negative Declaration and a Mitigation Monitoring and Reporting Program. 20 conditions of approval (not including mitigation measures) were approved for PLN150669 under Resolution No. 17-035. All conditions of approval and mitigation measures applied to PLN150669 are "Met" except for Mitigation Measures 1f and 2c, which are applied as Condition Nos. 26 and 28. These two mitigations are "Partially Met" and will be met upon submittal of the 5<sup>th</sup> annual monitoring report for the transplanting Yadon's Piperia and the replanted Monterey Pines.
  - c) The proposed project involves an Amendment to a previously approved

Combined Development Permit (PLN150669; Planning Commission 17-035) to remove Condition No. 5 which required conveyance of a 21,600 square foot Conservation and Scenic Easement area to the Del Monte Forest Conservancy. No development is proposed.

- d) The condition requiring the Conservation and Scenic Easement was not identified or analyzed in the adopted Mitigated Negative Declaration, and was not intended as mitigation. Condition No. 5 is separate from the mitigation measure applied to Yadon's Piperia to reduce potential impacts to less than significant.
- e) The project meets Section 15162 of the CEQA Guidelines because no substantial changes are proposed requiring major revisions of the MND; no substantial changes have occurred with respect to circumstances under which the project was undertaken that will require major revisions to the MND; removal of Condition No. 5 does not affect the previously adopted mitigation measures. Therefore, as proposed and conditioned, this amendment is consistent with the previously adopted Mitigated Negative Declaration.
- f) The application, plans, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed amendment are found in project file PLN150669 and PLN150669-AMD1.

**6. FINDING:** **APPEALABILITY** – The decision on this project may be appealed to the Coastal Commission and Board of Supervisors.

- EVIDENCE:**
- a) Coastal Commission. Pursuant to Title 20, Section 21.86.080, an appeal may be made to the California Coastal Commission because the project site is located between the sea and the first through public road paralleling the sea.
  - b) Board of Supervisors. Pursuant to Title 21, Section 21.86.030, an appeal may be made to the Board of Supervisors by any public agency or person aggrieved by the discretionary decision of the Planning Commission.

**DECISION**

**NOW, THEREFORE**, based on the above findings and evidence, the Planning Commission does hereby:

1. Consider the previously approved Mitigated Negative Declaration (MND) for the construction of the Werner Nase Jr. Trust residence (PLN150669) and finding the proposed Amendment consistent with the MND, therefore, not requiring an addendum pursuant to Section 15162 of the CEQA Guidelines;
2. Approve an Amendment to a previously approved Combined Development Permit (PLN150669; Planning Commission Resolution No. 17-035) to remove Condition No. 5 which required conveyance of a 21,600 square foot Conservation and Scenic Easement area to the Del Monte Forest Conservancy; and
3. Recommend the Board of Supervisors terminate the Conservation and Scenic Easement Deed from The Werner Nase, Jr. Trust.

**PASSED AND ADOPTED** this 29<sup>th</sup> day of June, 2022, upon motion of Commissioner Diehl, seconded by Commissioner Getzelman, by the following vote:

AYES: Daniels, Diehl, Getzelman, Gonzales, Work  
NOES: Roberts, Monsalve  
ABSENT: Carrillo, Mendoza, Coffelt  
ABSTAIN: None

DocuSigned by:  
*Erik Lundquist*  
75F46D591F65425... for  
\_\_\_\_\_  
Craig Spencer, Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON **07/05/22**

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.

# Monterey County RMA Planning

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

PLN150669-AMD1

### 1. PD001 - SPECIFIC USES ONLY

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** This Amendment to a previously approved Combined Development Permit (PLN150669; Planning Commission Resolution No.17-035) removes Condition No. 5 which required conveyance of a 21,600 square foot Conservation and Scenic Easement area to the Del Monte Forest Conservancy. The property is located at 1412 Lisbon Lane, Pebble Beach (Assessor's Parcel Number 008-232-003-000), Del Monte Forest Land Use Plan, Coastal Zone. 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:  
"An Amendment to a previously approved Combined Development Permit (PLN150669) (Resolution Number 22-017) was approved by the Monterey County Planning Commission for Assessor's Parcel Number 008-232-003-000 on June 29, 2022. The permit was granted subject to 3 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

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

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

## 3. 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

This page intentionally left blank.

# Attachment C

This page intentionally left blank.

When recorded return to: )  
COUNTY OF MONTEREY HOUSING )  
AND COMMUNITY DEVELOPMENT )  
DEPARTMENT – PLANNING )  
Attn: **FIONNA JENSEN** )  
1441 Schilling Place South, 2<sup>nd</sup> Floor )  
Salinas, CA 93901 )  
)  
)

---

No Documentary Transfer Tax Required -  
Acquiring Agency is a Political Subdivision  
of the State of California  
(Revenue & Taxation Code section 11922)

Space above this line for Recorder's use

No Fee per Govt. Code 6103

### QUITCLAIM DEED

APN: 008-232-003

**GRANTOR:** The Martin Family Living Trust

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, does hereby GRANT to

**GRANTEE:** The County of Monterey

The following real property located in the unincorporated area of the County of Monterey, California, more particularly described as: EXHIBIT "A"

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

GRANTOR:

The Martin Family Living Trust

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_





Exhibit "A"

Conservation Easement

Conservation Easement over and across a portion of the 0.998 Acre Parcel as shown on that certain map entitled "Record of Survey of a Portion of Rancho El Pasadero, Monterey County, State of California," filed February 5, 1952 in the office of the County Recorder of the County of Monterey, State of California, in Volume 4 of Surveys at Page 95 and being more particularly described as follows:

Beginning at a point on the Easterly boundary of said Parcel from which "Corner 30" bears North 14°50'00" East 10.00 feet, as said corner is shown on said Record of Survey; thence from said Point of Beginning, departing the Easterly boundary of said Parcel,

1. North 75°10'00" West, 161.34 feet; thence,
2. South 14°50'00" West, 24.18 feet; thence,
3. South 68°42'19" East, 72.71 feet; thence,
4. South 14°50'00" West, 88.42 feet; thence,
5. North 82°35'16" West, 78.49 feet; thence,
6. South 17°00'00" West 34.74 feet to a point on the Southerly boundary of said Parcel; thence along said Southerly boundary,
7. South 73°00'00" East, 168.35 feet to the most Southeasterly corner of said Parcel; thence along the Easterly boundary of said Parcel,
8. North 14°50'00" East, 172.01 feet to the Point of Beginning.

Containing 20,453 square feet, more or less.

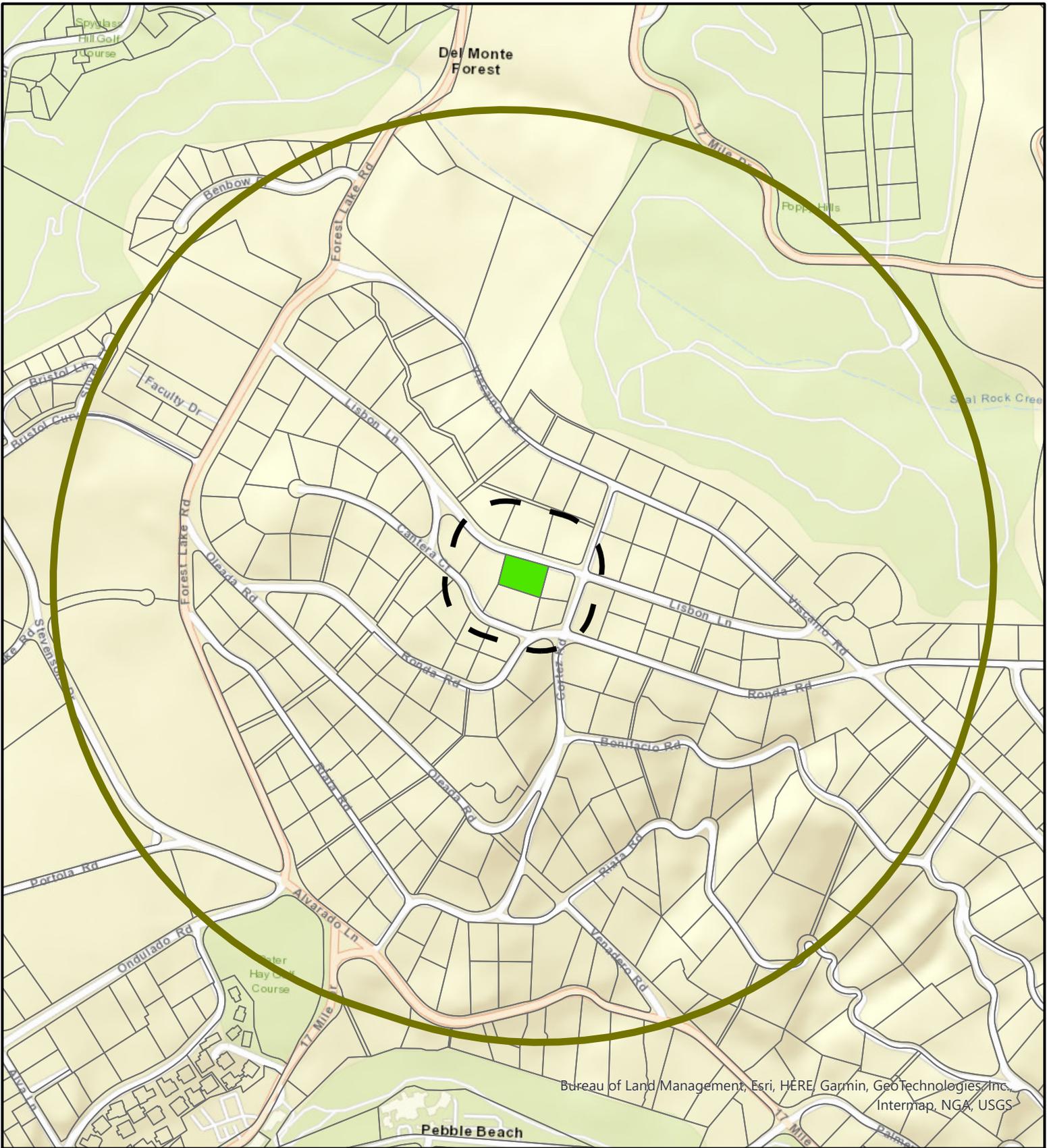
END OF DESCRIPTION



5/22/20

# Attachment D

This page intentionally left blank.



Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, NGA, USGS

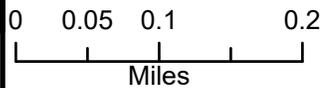
APPLICANT: NASE WERNER JR TRUST

APNs: 008-232-003-000

FILE# PLN150669

Selected Parcel
  300' Buffer
  2500' Buffer

N



PLANNER: JENSEN

This page intentionally left blank.

# Attachment E

This page intentionally left blank.

Fionna Jensen, Assistant Planner  
Monterey County RMA Housing and Community Development (HCD)  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas CA, 93901

September 6, 2021

RE: Easement reduction or elimination on property at 1412 Lisbon Lane, Pebble Beach (Nase Scenic Conservation Easement and Mitigation– PLN150669)

Ms. Jensen:

Based on our onsite discussion of the factors involved in the ultimate decision to impose a conservation easement over the property at 1412 Lisbon Lane, I am writing today to clarify the reason why I believe the conservation easement requirement should be *significantly* reduced in size or dropped altogether.

All the biological resource conditions and requirements boil down to the fact that if the *Piperia yadonii* population had not been found in the middle of the area that was proposed for development on the lot at 1412 Lisbon Lane (and in the Pebble Beach Company right-of-way frontage of the lot), the discussion of impacts would have focused entirely on the Pine trees on the property. The County has consistently approved development in Monterey Pine Forest with requirements to replace on a one for one basis, all trees removed for the development and little else.

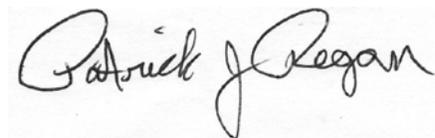
In this case, the site was determined to contain ESHA due to the existence of the *Piperia* plants. The *Piperia* population was what made any part of this property Environmentally Sensitive habitat. The presence of the plants would either require A. complete avoidance with a significant additional buffer barrier around them, or B. transplant to a single area on the project site and protection with an easement and development restrictions, or C. removal from the site altogether and extended monitoring and maintenance activities to ensure their survival. After much discussion and consultation with The US Fish and Wildlife Service, the California Department of Fish and Wildlife, The Del Monte Forest Conservancy, the Del Monte Forest Land Use Advisory Committee, Local Biologists that have done *Piperia* research on The Monterey Peninsula and negotiation with the Pebble Beach company, the decision was based on what would give the best chance for this population to survive and reproduce and potentially spread. Given the development surrounding the lot at 1412 Lisbon Lane, which included homes on the East, South and west side, and Lisbon Lane on the North side, it became clear that this was an island isolated from any natural interface of suitable habitat for the species, even if the plants remained in situ and the lot undeveloped. It was essentially a dead end for the continuation of this population. The best option would be to transplant this sensitive species to an area outside of the property and right-of-way offsite altogether. An agreement was reached with the Pebble Beach company to move this entire population, including those plants on the Pebble Beach Company owned right-of-way to land within the Del Monte Forest that had already been set aside for *Piperia yadonii* conservation as a condition of approval for the development of homes and golf courses in the Forest

Up to this point, no attempt to move such a large quantity of **Piperia** plants from one location to another had been undertaken. The Pebble Beach company had done several smaller scale trials with digging up tubers and moving them to new locations or keeping them in nursery containers temporarily. A small tree-spade trial which scooped up the tubers and the surrounding soil intact, had also been tried and proven

to be successful with a high level of survival of the tubers. Our project would move nearly ten times the amount of any previous attempt. This effort has thus far proven successful for nearly 4 years since the action was taken, to take the entire population – roots, soil, companion plants and all intact from one place to another and reestablish in a location where the population has a legitimate chance to expand and be sustained indefinitely. The population has adapted to the new site and achieved new vegetative growth similar in quantity to those noted and flagged on the Lisbon Lane site in 2015, 2016 and 2017.

The removal of the *entire* population of Yadon's *Piperia* from the lot at 1412 Lisbon Lane has been confirmed by 3 full years of monitoring that property on the same days that I have monitored the receiver site and other existing natural populations on Pebble Beach property near Poppy Hills Golf course. No *Piperia* foliage or flowers have been found on the lot at 1412 Lisbon Lane since the day the plants were removed in November of 2017. Since then, the Monterey Pine trees that were removed for the house and driveway construction have been replaced on site at a one for one ratio as they would have been if the only impact originally anticipated were the removal of the trees, and the east end of the lot has been planted with a full spectrum of Monterey Pine woodland understory plants, and nonnative weeds and landscape plants have been managed and eradicated. The ESHA classification that came with the *Piperia* plants has been effectively transferred off the site. Approximately 2850 square feet of *Piperia* habitat was impacted by the development on the lot. Those plants and the plants on the PBC right-of way (Moved at the request of PBC) were moved to a similar sized area receiver site. There is no environmentally sensitive Habitat area remaining on the property, because there is no longer any *Piperia yadonii* on the lot. The net result of all the mitigative efforts is to guarantee the best chance for that *Piperia* population to thrive and increase in an area that will remain undeveloped, no net loss of Monterey Pine trees on the site and the carefully placed location of the house to protect the maximum number of Monterey Pine and Coast Live Oak trees on the Lot. The purpose of biological mitigation measures has been achieved. There is *no additional gain* that can be made for sensitive habitat or individual special status species from maintaining the requirements for a nearly 22,000 square foot (or frankly *any size*) perpetual easement in between the house and the neighboring yards and exotic landscapes.

Pat Regan

A handwritten signature in black ink that reads "Patrick J. Regan". The signature is written in a cursive style with a large, stylized initial "P".

Fionna Jensen, Assistant Planner  
Monterey County RMA Housing and Community Development (HCD)  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas CA, 93901

January 22, 2022

RE: *Piperia yadonii* mitigation measures: Translocation of Soil from property at 1412 Lisbon Lane, Pebble Beach and back to same site from Receiver Site ( PLN150669)

Ms. Jensen:

I understand that a follow up question has been brought up regarding the soil that was used to replace the soil removed by the tree spade when the population of *Piperia yadonii* from 1412 Lisbon Lane to the *Piperia* receiver site off Spruance Road on Pebble Beach company property. Simply stated you would like to know how I could be certain that no *Piperia yadonii* tubers (or any Rare, Threatened or Endangered species) were relocated from the Spruance Road receiver site back to the property on Lisbon Lane.

My first survey of the Lisbon Lane property was in late 2015 and by early 2016, we had already determined that the population of *Piperia yadonii* (Approximately 60% on PBC right of way and 40% on the Nase property) would require significant measures to protect, either by avoidance measures that would drastically affect the design of the house on site or by transplanting to a location offsite. After much discussion with County staff, Fish and Wildlife Service Biologists , Del Monte Forest Conservancy board members and other Biological Consultants, we decided best option would be to transplant this sensitive species to an area outside of the property and right-of-way offsite altogether. An agreement was reached with the Pebble Beach company to move this entire population, including those plants on the Pebble Beach Company owned right-of-way to land within the Del Monte Forest that had already been set aside for *Piperia yadonii* conservation as a condition of approval for the development of homes and golf courses in the Forest

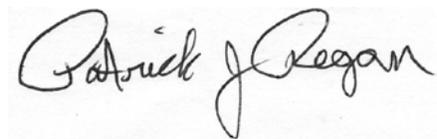
Prior to finalizing that plan, I spent time on the PBC properties searching for a good location to move the *piperia* tubers to. I searched with several criteria in mind. 1.The site had to be accessible by a large truck or tractor that would have the tree spade attached to it. 2. The site had to be close to another in-situ population of *Piperia yadonii* that could be monitored for comparison to the translocated population for sprouting and flowering timing and quantity.3. The site could not have any *Piperia* or any other Rare, Threatened or Endangered plant species that would be impacted by the transplant project. 4. the site had to be under the canopy of Monterey Pine trees along an edge where light exposure was similar to the light exposure on the Lisbon Lane property. 5. The site would be weed free. In March of 2016, a site was found that fit most of the stated criteria. The timing was ideal to compare the conditions at both the Lisbon Lane site and the chosen receiver site on Spruance road. There were *Piperia* plants fully leafed out across the road from the receiver site and throughout the frontage and northern edge of the Nase property. No *Piperia* plants or other Special status species were found in the chosen receiver site. It was assumed that based on the geology of the peninsula and the contiguous Pine Forest (or remnants thereof) between the Lisbon Lane site and the eventual chosen site along Spruance Road, next to the poppy Hills golf course that soils would be similar at both sites

The only criteria I could not meet with the eventual chosen site was the weed free requirement. The site was partially occupied by several large Acacia shrubs and a significant amount of Briza maxima – a grass species from Northern Africa and Southern Europe that has become very invasive throughout the Monterey peninsula. The site was “cleaned up” twice prior to the November 2017. One effort was to cut and remove all the Acacia (including root systems) and weed cover and a second cleanup occurred in October of 2017 to remove remaining weeds and prepare the location for the translocation of the soil “plugs”.

In November 2017 the Transplant process began with a large tree spade removing an approximate 8 x 8’ scoop of soil at the Spruance Road receiver site and carrying it over to 1412 Lisbon Lane where it as placed on the ground near the last patch of plants that would be translocated. The first “plug” filled with Piperia tubers was then dug and removed by the tree spade and taken back to the receiver site and placed in the hole that was made by the first scoop. This process then continued throughout the day, six more times, with the soil mass removed from each site, used to refill the hole remaining at the opposite site. After the last “plug” of tubers was removed from the Lisbon Lane site, the soil that had been removed from the first hole at Spruance Road was used to back fill that last remaining hole.

As I have mentioned previously, every time I have visited the Spruance Road site to monitor the Piperia population since the translocation was completed in 2017, I have also gone to the Lisbon Lane lot to look at the area where the Piperia had previously occurred. In 5 years of monitoring both sites, I have not yet found any Piperia foliage or flowers on the Lisbon Lane lot. As with any presence or absence declaration, the best way to confirm absence is to have reference locations where the plant is known to occur, for comparison to the site where presence is questionable. Multiple monitoring surveys in late 2017, and 2018, 2019, 2020, 2021 and now 2022 have confirmed presence at both the receiver site and the in-situ population across Spruance Road from it, and no sign of any Piperia growth of any kind at the Lisbon Lane property. I am confident that this confirms that we did not inadvertently transplant ant Piperia yadonii tubers from the receiver site back to the 1412 Lisbon Lane site.

Pat Regan

A handwritten signature in black ink that reads "Patrick J. Regan". The signature is written in a cursive style with a large, prominent initial "P".

# Attachment F

This page intentionally left blank.

**Before the Planning Commission in and for the  
County of Monterey, State of California**

In the matter of the application of:

**NASE WERNER JR.TRUST (PLN150669)**

**RESOLUTION NO. 17 - 035**

Resolution by the Monterey County Planning  
Commission:

- 1) Adopting a Mitigated Negative Declaration;  
and
- 2) Approving a Combined Development Permit  
consisting of:
  - a. Coastal Administrative and Design  
Approval for the construction of a  
5,385 square foot one-story single  
family dwelling with an attached  
garage and covered porch;
  - b. Coastal Development Permit for the  
removal of 44 Monterey pine trees;
  - c. Coastal Development Permit for  
development within 100 feet of  
Environmentally Sensitive Habitat  
(ESHA- Yadon's Piperia and  
Monterey pine forest); and
- 3) Adopting a Mitigation Monitoring and  
Reporting Plan.

1412 Lisbon Lane, Pebble Beach, Del Monte Forest  
Land Use Plan (APN: 008-232-003-000)

**The Werner Nase Jr. Trust application (PLN150669) came on for public hearing before the Monterey County Planning Commission on August 30, 2017. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:**

**FINDINGS**

1. **FINDING:** **CONSISTENCY / NO VIOLATIONS** – The proposed project and/or use, as conditioned, is consistent with the 1982 Monterey County General Plan, the Del Monte Forest Land Use Plan, the Monterey County Coastal Implementation Plan (Part 5), and the requirements of the applicable zoning ordinance (Title 20), to include Monterey County Code (MCC) Chapter 20.14 (Low Density Residential Zoning District) and Chapter 20.44 (Design Control Zoning District), and other County ordinances related to land use development. No violations exist on the property.  
**EVIDENCE:** a) The proposed project involves the following: a Combined Development Permit consisting of: a) Coastal Administrative and Design Approval for the construction of a 5,385 square foot one-story single family dwelling

with an attached garage and covered porch; b) Coastal Development Permit for the removal of 44 Monterey pine trees; and c) Coastal Development Permit for development within 100 feet of Environmentally Sensitive Habitat (ESHA- Yadon's Piperia and Monterey pine forest.

- b) No conflicts were found to exist. No communications were received during review of the project indicating any inconsistencies with the text, policies, and regulations in the applicable plans and MCC.
- c) The property is located at 1412 Lisbon Lane, Pebble Beach (Assessor's Parcel Number 008-232-003-000), Del Monte Forest Land Use Plan, Coastal Zone. The parcel is zoned Low Density Residential, 1.5 acres per unit, with a Design Control Overlay (Coastal Zone) [LDR/1.5-D (CZ)], which allows single-family dwellings as a principal use, subject to granting of applicable coastal development permits. Therefore, the project is an allowed land use for this site.
- d) The project planner reviewed the project application materials and County records to verify that the proposed project on the subject parcel conforms to the plans listed above.
- e) Monterey County RMA-Planning and RMA-Building Services records were reviewed, and the County is not aware of any active violations existing on the subject property.
- f) ESHA. Development within 100 feet of mapped or field identified environmentally sensitive habitats is nonexempt development and requires a Coastal Development Permit (MCC, Section 20.14.030 of Title 20). Biological studies identified Yadon's piperia and Monterey pine forest as ESHA. (*See Finding 4*).
- g) Condition 5 has been incorporated as a condition of approval requiring a conservation and scenic easement conveyed to the Del Monte Forest Conservancy over the 21,600 square foot Enhancement/Restoration Area on the eastern side of the Nase Property in accordance with the procedures in Monterey County Code Section 20.64.280.A.
- h) Cultural Resources. County records identify the project site located within an area of moderate sensitivity for prehistoric cultural (archaeological) resources. A Phase 1 Inventory of Archaeological Resources was prepared (LIB160030), which included research of available historic resources through the Northwest Information Center of the California Historical Resources Information System (NWIC) and a pedestrian survey of the site. This resulted in negative findings of archaeologically and historically significant cultural resources. However, because the NWIC records confirmed the existence of multiple negative archaeological reports in the vicinity area, the archaeologist concluded the subject region is highly sensitive as per extant historic and cultural resources. The archaeologist recommends that the project proceeds with construction related excavation, contingent upon the need to assure that archaeological monitoring accompanies any and all excavation given the archeological sensitivity of the area. Pursuant to Assembly Bill 52, County staff consulted with the most likely descendant (MLD) of the Ohlone/Costanoan-Esselen Nation prior to conducting this Initial Study. The MLD expressed concerns with the proposed project because areas located close to water

were frequented by their people. Therefore, the MLD recommended that a tribal monitor be onsite during any earth disturbing activities, which includes the transplantation of the Yadon's piperia from the site. Therefore, based on the recommendation of the archaeologist and the MLD, in order reduce potential impacts to archaeological resources such as artifacts, human remains, and/or a sacred site, the following mitigation measure has been recommended:

- Condition No. 3- Cultural Resources Negative Archaeological Report
- Condition No. 30; Mitigation Measure No. 3; Cultural Resources

Therefore, the potential for inadvertent impacts to cultural resources is limited and will be controlled by the use of a County standard project condition and Mitigation Measure No. 3 (Condition 30).

- i) Tree Removal. The Del Monte Forest Land Use Plan and Monterey County Zoning Ordinance identify Monterey pine and Coast live oak trees as native tree species requiring protection and special consideration for their management. Specifically, Section 20.147.050, Forest Resources, states that a Forest Management Plan shall be required for all projects located in a forested area that require a discretionary permit. The *Tree Resource Assessment Management Plan dated December 29, 2015*, prepared by Frank Ono, Urban Forestry, certified arborist, states that the proposed development is within an existing stand of Monterey pine and Coast live oak trees and the removal of 46 Monterey pine trees on this site is will be unavoidable due to the heavily wooded site. In addition, the arborist recommends that seven (7) trees located near the construction activities be monitored. The arborist describes the population of pines on this site as overstocked for a one acre lot with approximately 200 trees; Many in dead, falling and in poor condition. Several of the oak trees are suppressed and range from poor to fair condition. Prior to the applicant's submittal of current development plans, the applicant worked with staff to reduce the tree removal by twelve trees, saving groupings of healthy landmark trees. This resulted in the proposed removal of 44 Monterey pine of the following sizes: Four (4) landmark sized (24 inches or greater in diameter); 11 trees in the 13 to 23 inches in diameter; and 29 trees in the 12 inches or less in diameter. Landmark trees are trees measuring 24 inches or more in diameter; and significant trees are trees measuring greater than 12 inches in diameter. (*See Finding 4*).
- j) The project was referred to the Del Monte Forest Land Use Advisory Committee (LUAC) for review. The LUAC, at a duly-noticed public meeting on February 4, 2016, continued the item to February 18, 2016, pending revisions made by the applicant, which included reduction of tree removal by 10 Monterey pines. On February 18, 2016, the LUAC recommended approval of the proposed project by a unanimous vote of 4 – 0 (2 absent) and expressed no concerns for the project.
- k) The application, project plans, and related support materials submitted by the project applicant to the Monterey County RMA - Planning Department for the proposed development found in Project File PLN150669.

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: RMA-Planning, Pebble Beach Community Services District (Fire Protection District), RMA-Public Works, RMA-Environmental Services, Environmental Health Bureau, and Water Resources Agency. 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 reports were prepared for the proposed project:
    - Phase 1 Inventory of Archaeological Resources Report (LIB160030) prepared by Archives & Archaeology, Salinas, CA November 10, 2015.
    - Geotechnical Report (LIB160033) prepared by Grice Engineering, Inc., Salinas, CA, December 2015.
    - Tree Resource Assessment Management Plan (LIB160032) prepared by Frank Ono, Certified Arborist, Pacific Grove, CA, December 29, 2015.
    - Biological Survey (LIB160031), prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, November 14, 2016.
    - Biological Update-Potential Yadon’s piperia habitat (LIB170242), prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, March 14, 2016.
    - Biological Spring Survey (LIB170243), prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, April 15, 2016.
    - Mitigation and Monitoring Plan (LIB170244), prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, December 2016, Revised February 8, 2017.
  - c) County staff independently reviewed these reports and concurs with their conclusions. With the implementation of mitigation measures for biological and cultural resources, there are no physical or environmental constraints that would indicate that the site is not suitable for the use proposed.
  - d) The proposed residence is not located on a site that is mapped as visually sensitive or a visual resource; nor located on or near a scenic vista.
  - e) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN150669.
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 RMA-Planning, Pebble Beach Community

Services District (Fire Protection District), RMA-Public Works, RMA-Environmental Services, Environmental Health Bureau, and Water Resources Agency. 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 are available. Public water and sewer connections will be provided by the California American Water Company and the Pebble Beach Community Services District (PBCSD)/Carmel Area Wastewater District (CAWD). The Environmental Health Bureau reviewed the project application, and did not require any conditions.
- c) See Finding Nos. 1 and 2, and associated evidence.
- d) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN150669.

4. **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) Public Resources Code Section 21080.d and California Environmental Quality Act (CEQA) Guidelines Section 15064.a.1 require environmental review if there is substantial evidence that the project may have a significant effect on the environment.
  - b) Monterey County RMA-Planning prepared an Initial Study pursuant to CEQA. The Initial Study is on file in the offices of RMA-Planning and is hereby incorporated by reference (PLN150669).
  - c) The Initial Study identified several potentially significant effects, but revisions have been made to the project and applicant has agreed to proposed mitigation measures that avoid the effects or mitigate the effects to a point where clearly no significant effects would occur.
  - d) 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 (Condition # 7).
  - e) A Draft Mitigated Negative Declaration (MND) was prepared in accordance with CEQA and circulated for public review from July 5, 2017 to August 4, 2017. (SCH#:2017071011).
  - f) Issues that were analyzed in the Mitigated Negative Declaration include: Biological Resources and Cultural Resources.
  - g) Pursuant to Section 20.147.040, Environmental Sensitive Habitat Areas or ESHA of the Del Monte Forest Land Use Plan Area, areas that

support plan species for which there is compelling evidence or rarity [e.g. those areas designated 1b (rare or endangered in California and elsewhere) or 2 (rare, threatened or endangered in California but common elsewhere) by the California Native Plant Society. Biological surveys confirmed that two sensitive species occurred on the Nase property. They are the Monterey pine woodland and the *Piperia yadonii* (common name: Yadon's piperia).

- h) *Monterey pine forest*: The project includes the removal of 44 Monterey pines. A Tree Resource Assessment Management Plan prepared for the project identifies the project site as having an overstock of Monterey pines; 200 trees on the parcel of under one acre. The arborist report states that tree removal is unavoidable since the trees are scattered throughout the property. The 44 Monterey pines to be removed are within the proposed house footprint and the trees are in the following health conditions: six (6) dead; fifteen (15) poor and twenty-three (23) fair. Additionally, seven (7) Monterey pines, not within the construction footprint, but near the construction and grading activities, require monitoring. For residential development to occur on this site, tree removal is unavoidable. The area chosen for the development footprint is the least impactful to the forest because the development is concentrated on the west side of the property, allowing for a proposed enhancement/restoration area of approximately 21,600 square feet on the eastern portion of the Nase property. Mitigation measures have been incorporated to address the tree removal impacts. These include a 1: 1 replacement ratio of forty-four (44) Monterey pines at five-gallon each, to be located on site and requiring monitoring to ensure successful growth. In addition, monitoring of the seven (7) Monterey pines located near the construction activities. See Condition 25; Mitigation Measure No. 1; Mitigation Action No. 1e.
- i) *Yadon's piperia*: This is an endangered orchid, federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere .1: Seriously endangered in California). This is a wildflower that may be dormant and not emerge above the soil surface until the spring, where it would leaf producing flowers on erect spikes. Within the Nase property and a section of Pebble Beach right-of-way along the southern side of Lisbon Lane are 5 individual separate areas of Yadon's piperia habitat containing a total of approximately 437 (at minimum) individual *Piperia* plants, fifty-nine (59) of which are located in the proposed house footprint area. The population of the *Piperia* is shaped like a capital T; with the top part to the T along the frontage part of the property on Lisbon Lane and the post of the T running south through the middle of the Nase property where the proposed south east corner of the residence would be located. The project involves the removal of approximately 437 individual Yadon's piperia from the Nase property and relocating these to a receiver site in Del Monte Forest. This mitigation was developed by the project's biologist in consultation with the United States Fish and Wildlife Service (USFWS), members of the Del Monte Forest Conservancy, the Del Monte Forest Open Space Advisory Committee and the Pebble Beach Company.

- j) Other alternatives were analyzed; these included: 1) Trying to avoid impacting the Piperia population by redesign of the proposed development footprint (driveway and house footprint); and 2) Large percentage of avoidance (by project's design) and partial mitigation off-site. Both alternative options failed because the long term indirect impacts of development and surrounding neighborhood would likely cause the decline of the Piperia population, especially if the Piperia remained in the Pebble Beach right-of-way. Proceeding with the proposed development plans and transplanting all of the known Piperia to the chosen receiver site, located in "Area H" of the Pebble Beach Company (a conservation site), is the best mitigation possible. The translocation of the Piperia can therefore be monitored for success, seedling recruitment and population size for five (5) years following transplanting. According the biologist, five years should be sufficient to demonstrate survival of the transplants. See *Condition No. 27*; Mitigation Measure No. 2; Mitigation Action No. 2a; *Condition No. 28*; Mitigation Action No. 2b; and *Condition No. 29*, Mitigation Action No. 2c.
- k) See Finding 1, Evidence h (Cultural Resources).
- l) Evidence that has been received and considered includes: the application, technical studies/reports (see Finding 2/Site Suitability), staff reports that reflect the County's independent judgment, and information and testimony presented during public hearings. These documents are on file in RMA-Planning (PLN150669) and are hereby incorporated herein by reference.
- m) Staff analysis contained in the Initial Study and the record as a whole indicate the project could result in changes to the resources listed in Section 753.5(d) of the California Department of Fish and Game (CDFG) regulations. All land development projects that are subject to environmental review are subject to a State filing fee plus the County recording fee, unless the Department of Fish and Game determines that the project will have no effect on fish and wildlife resources. Condition No. 5.
- n) Staff received a comment letter from the Native American Heritage Commission (NAHC) during the public review period. The NAHC expressed concerns that although issues relating to tribal cultural resources were discussed in the IS/MND, the text was not contained within a distinct subsection of the Initial Study Checklist for Tribal Cultural Resources as found within the "Final Text for tribal cultural resources update to Appendix G: Environmental Checklist Form." Pursuant to Section 15063(f) of the CEQA Guidelines, use of this form is only a suggestion and public agencies are free to devise their own format. In terms on content, Section 15063(d)(3) of the CEQA Guidelines states that environmental effects identified shall be explained indicating that there is some evidence to support the entry. The content of the IS/MND meets the content requirements of CEQA since it was disclosed that potential impacts to sacred tribal cultural resources were identified and based on the recommendation of the OCEN Tribe, a mitigation measure has been incorporated to reduce that impact to less than significant. Condition No. 30, Mitigation Measure No.3.

- o) Monterey County RMA-Planning, located at 1441 Schilling Place, 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.

5. **FINDING:**

**DESIGN REVIEW**– The subject project is consistent with the regulations for Design Control Zoning District (pursuant to MCC Chapter 20.44), which regulates the location, size, configuration, materials, and colors of structures to assure protection of public viewshed, neighborhood character, and visual integrity of certain developments without imposing undue restrictions on private property.

**EVIDENCE:**

- a) The site is located in a Design Control Overlay Zoning District. The proposed residence is not located on a site that is mapped as visually sensitive or a visual resource; nor located on or near a scenic vista. The proposal is under the allowable lot coverage and floor area ratio limitations of the zoning district. Analysis of the project’s siting, bulk and mass, proposed site improvements such as tree removal and proposed landscaping has been done in order to evaluate impacts to the neighborhood. The proposed residence is an asymmetrical one-story Mediterranean Modern Farmhouse-style home with portico entrance, composition roof, cement plaster, wood trim and stone veneer. Being that the home is proposed as single-story and not a two-story home, this alone reduces the sense of bulk and mass. More contributing factors to a reduced bulk and mass is the U-shaped elevation proposal with varied roof forms and moderate roof pitches; the siting of the home is proposed approximately 45 feet from the edge of Lisbon Lane and 45 feet from the west side yard property line; with a much larger east side yard setback of 80 feet. This siting in addition to the proposed native planting landscaping, ensures separation between adjoining parcels and creates screening, buffers and privacy. The proposed native plant landscaping along the perimeter of the proposed parcel and along the proposed residence and driveway, which includes a restoration site on the east portion of the Nase property, contributes to the re-forestation of Del Monte Forest.
- d) Color and Material Finishes. Colors proposed are grey roof, beige body, brown trim and beige stone façade. The style, colors and materials are in keeping with the homes in this area of Pebble Beach.
- e) The proposed residence and site improvements are consistent with the Architectural Standards and Residential Guidelines for Del Monte Forest and proposed plans have been approved by the Del Monte Forest Architectural Review Board as well as receiving a recommendation of approval by the Del Monte Forest Land Use Advisory Committee.

6. **FINDING:**

**APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

**EVIDENCE:**

- a) Board of Supervisors: 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) California Coastal Commission: 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, development within 300 feet of the mean high tide line of the sea where there is no beach, development within 300 feet of the top of the seaward face of any coastal bluff, and development that is permitted in the underlying zone as a conditional use (i.e.; development within 100 feet of environmentally sensitive habitat; tree removal).

### DECISION

**NOW, THEREFORE**, based on the above findings and evidence, the Planning Commission does hereby:

- 1) Adopt a Mitigated Negative Declaration; and
  - 2) Approve a Combined Development Permit consisting of:
    - a. Coastal Administrative and Design Approval for the construction of a 5,385 square foot one-story single family dwelling with an attached garage and covered porch;
    - b. Coastal Development Permit for the removal of 44 Monterey pine trees;
    - c. Coastal Development Permit for development within 100 feet of Environmentally Sensitive Habitat (ESHA- Yadon's Piperia and Monterey pine forest); and
  - 3) Adopt a Mitigation Monitoring and Reporting Plan.
- In general conformance with the attached plans and subject to 20 conditions of approval and 10 mitigation measures, all being attached hereto and incorporated by reference.

**PASSED AND ADOPTED** this 30th day of August, 2017, upon motion of Commissioner Diehl, seconded by Commissioner Getzelman, by the following vote:

AYES: Ambriz, Diehl, Duflock, Getzelman, Hert, Mendez, Roberts, Rochester  
NOES: Vandever  
ABSENT: Padilla  
ABSTAIN: None

  
\_\_\_\_\_  
Jacqueline R. Onciano, Planning Commission Secretary

COPY OF THIS DECISION MAILED TO APPLICANT ON SEP 07 2017.

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 SEP 18 2017

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 RMA-Planning and RMA-Building Services offices 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

PLN150669

### 1. PD001 - SPECIFIC USES ONLY

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** This Combined Development Permit (PLN150669) allows for the following: 1) a Coastal Administrative and Design Approval for the construction of a 5,385 square foot one-story single family dwelling with an attached garage and covered porch; 2) Coastal Development Permit for the removal of 44 Monterey pine trees; 3) Coastal Development Permit for development within 100 feet of Environmental Sensitive Habitat (ESHA -Yadon's Piperia and Monterey Pine forest). The property is located at 1412 Lisbon Lane, Pebble Beach (Assessor's Parcel Number 008-232-008-000), 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 RMA - 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. (RMA - 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** The applicant shall record a Permit Approval Notice. This notice shall state:

**Monitoring Measure:**

"A Combined Development Permit (Resolution Number 17-035) was approved by the Monterey County Planning Commission for Assessor's Parcel Number 008-232-003-000 on August 30, 2017. The permit was granted subject to 30 conditions of approval which run with the land. A copy of the permit is on file with Monterey County RMA - 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. (RMA - 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 RMA - Planning.

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

**Responsible Department:** RMA-Planning

**Condition/Mitigation  
Monitoring Measure:**

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

**Compliance or  
Monitoring  
Action to be Performed:**

The Owner/Applicant shall adhere to this condition on an on-going basis.

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

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

#### 4. PD004 - INDEMNIFICATION AGREEMENT

**Responsible Department:** RMA-Planning

**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. (RMA - Planning)

**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 Director of RMA-Planning for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to RMA-Planning .

**5. (PD-Non-standard) Conservation & Scenic Easement Over Enhancement/Restoration Area**

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** A conservation and scenic easement shall be conveyed to the Del Monte Forest Conservancy over the 21,600 square foot Enhancement/Restoration Area of the Nase property 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 RMA - 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. (RMA - Planning)

**Compliance or Monitoring Action to be Performed:** Prior to the issuance of grading and building permits, 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 the issuance of grading and building permits, 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 RMA - Planning for review and approval.

Prior to the issuance of grading and building permits, the Owner/Applicant, shall submit a signed and notarized Subordination Agreement, if required, to RMA - Planning for review and approval.

Prior to the issuance of grading and building permits, or commencement of use, 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 RMA-Planning

## 6. 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. (RMA - 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 RMA - 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 RMA - Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

## 7. 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. (RMA - 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 RMA-Planning.

## 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 RMA - Director of 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. (RMA - 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 RMA - 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 RMA-Planning after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

**9. 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, three (3) copies of a landscaping plan shall be submitted to the Director of RMA - Planning . A landscape plan review fee is required for this project. Fees shall be paid at the time of landscape plan submittal. 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 RMA - 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. (RMA - 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 RMA - 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 RMA-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 RMA-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 RMA - 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.

## 10. 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 applicant shall submit three (3) copies of an 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 Director of RMA - Planning, prior to the 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 three copies of the lighting plans to RMA - 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.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

## 11. PD050 - RAPTOR/MIGRATORY BIRD NESTING

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Any tree removal activity that occurs during the typical bird nesting season (February 22-August 1), 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. (RMA - Planning)

**Compliance or Monitoring Action to be Performed:** No more than 30 days prior to ground disturbance or tree removal, the Owner/Applicant/Tree Removal Contractor shall submit to RMA-Planning a nest survey prepared by a County qualified biologist to determine if any active raptor or migratory bird nests occur within the project site or immediate vicinity.

## 12. PW0043 - REGIONAL DEVELOPMENT IMPACT FEE

**Responsible Department:** RMA-Public Works

**Condition/Mitigation Monitoring Measure:** Prior to issuance of building permits, applicant shall pay the Regional Development Impact Fee (RDIF) pursuant to Monterey Code Chapter 12.90. The fee amount shall be determined based on the parameters adopted in the current fee schedule.

**Compliance or Monitoring Action to be Performed:** Prior to issuance of Building Permits Owner/Applicant shall pay Monterey County Building Services Department the traffic mitigation fee. Owner/Applicant shall submit proof of payment to the DPW.

### 13. PW0045 – COUNTYWIDE TRAFFIC FEE

**Responsible Department:** RMA-Public Works

**Condition/Mitigation Monitoring Measure:** Prior to issuance of building permits, the Owner/Applicant shall pay the Countywide Traffic Fee or the ad hoc fee pursuant to General Plan policy C-1.8. The fee amount shall be determined based on the parameters in the current fee schedule.

**Compliance or Monitoring Action to be Performed:** Prior to issuance of Building Permits, the Owner/Applicant shall pay Monterey County Building Services Department the traffic mitigation fee. The Owner/Applicant shall submit proof of payment to the DPW.

### 14. WR003 - DRAINAGE PLAN - RETENTION

**Responsible Department:** Water Resources Agency

**Condition/Mitigation Monitoring Measure:** The applicant shall provide a drainage plan, prepared by a registered civil engineer or licensed architect, to mitigate on-site and off-site impacts. The plan shall include stormwater retention/percolation facilities. Drainage improvements shall be constructed in accordance with plans approved by the Water Resources Agency. (Water Resources Agency)

**Compliance or Monitoring Action to be Performed:** Prior to issuance of any construction permit, the owner/applicant shall submit a drainage plan with the construction permit application.

The Building Services Department will route a plan set to the Water Resources Agency for review and approval.

### 15. EROSION CONTROL PLAN

**Responsible Department:** Environmental Services

**Condition/Mitigation Monitoring Measure:** The applicant shall submit an erosion control plan in conformance with the requirements of Monterey County Code Chapter 16.12. The erosion control plan shall include a construction entrance, concrete washout, stockpile area(s), material storage area(s), portable sanitation facilities and waste collection area(s), as applicable. (RMA – Environmental Services)

**Compliance or Monitoring Action to be Performed:** Prior to issuance of any grading or building permits, the applicant shall submit an erosion control plan to RMA-Environmental Services for review and approval.

### 16. GEOTECHNICAL CERTIFICATION

**Responsible Department:** Environmental Services

**Condition/Mitigation Monitoring Measure:** The applicant shall provide certification from a licensed practitioner that all development has been constructed in accordance with the recommendations in the project Geotechnical Report. (RMA- Environmental Services)

**Compliance or Monitoring Action to be Performed:** Prior to final inspection, the owner/applicant shall provide RMA-Environmental Services a letter from a licensed practitioner.

## 17. GRADING PLAN

**Responsible Department:** Environmental Services

**Condition/Mitigation Monitoring Measure:** The applicant shall submit a grading plan incorporating the recommendations in the project Geotechnical Report prepared by Grice Engineering, Inc. The grading plan shall also address the requirements of Monterey County Code Chapter 16.08, and the geotechnical inspection schedule shall be included on the plan. The applicant shall provide certification from the licensed practitioner that the grading plan incorporates their geotechnical recommendations. (RMA-Environmental Services)

**Compliance or Monitoring Action to be Performed:** Prior to issuance of any grading or building permits, the applicant shall submit a grading plan to RMA-Environmental Services for review and approval.

Prior to issuance of any grading or building permits, the applicant shall submit certification from a licensed practitioner that they have reviewed the grading plan for conformance with the geotechnical recommendations.

## 18. INSPECTION-DURING ACTIVE CONSTRUCTION

**Responsible Department:** Environmental Services

**Condition/Mitigation Monitoring Measure:** The applicant shall schedule an inspection with RMA-Environmental Services to inspect drainage device installation, review the maintenance and effectiveness of BMPs installed, and to verify that pollutants of concern are not discharged from the site. At the time of the inspection, the applicant shall provide certification that all necessary geotechnical inspections have been completed to that point. This inspection requirement shall be noted on the Erosion Control Plan.(RMA – Environmental Services)

**Compliance or Monitoring Action to be Performed:** During construction, the applicant shall schedule an inspection with RMA-Environmental Services.

## 19. INSPECTION-FOLLOWING ACTIVE CONSTRUCTION

**Responsible Department:** Environmental Services

**Condition/Mitigation Monitoring Measure:** The applicant shall schedule an inspection with RMA-Environmental Services to ensure all disturbed areas have been stabilized and all temporary erosion and sediment control measures that are no longer needed have been removed. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

**Compliance or Monitoring Action to be Performed:** Prior to final inspection, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

## 20. INSPECTION-PRIOR TO LAND DISTURBANCE

**Responsible Department:** Environmental Services

**Condition/Mitigation Monitoring Measure:** The applicant shall schedule an inspection with RMA-Environmental Services to ensure all necessary sediment controls are in place and the project is compliant with Monterey County regulations. This inspection requirement shall be noted on the Erosion Control Plan. (RMA – Environmental Services)

**Compliance or Monitoring Action to be Performed:** Prior to commencement of any land disturbance, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

## 21. MITIGATION MEASURE NO. 1; Action 1a- ENHANCEMENT/RESTORATION

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Mitigation Measure Action No. 1.a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall incorporate a note on all construction plans (for building and grading) that the project shall comply with the specifications contained in the Tree Resource Assessment Plan, dated December 29, 2015 prepared for the subject property by Frank Ono, Certified Arborist and with the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting.

**Compliance or Monitoring Action to be Performed:** Mitigation Measure Action No. 1.a: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall incorporate a note on all construction plans (for building and grading) that the project shall comply with the specifications contained in the Tree Resource Assessment Plan, dated December 29, 2015 prepared for the subject property by Frank Ono, Certified Arborist and with the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting.

## 22. MITIGATION MEASURE NO. 1; Action 1b- ENHANCEMENT/RESTORATION

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 1: In order to mitigate for the loss of approximately 10,800 square feet of Monterey pine woodland on the project site and the loss of forty-four (44) Monterey pine trees, the following shall be required to occur on an area of 21,600 square feet (Enhancement/Restoration Area) of the Nase property:

- Eradicate majority of non-native grasses, weeds and introduced landscape plants, from eastern portion of the Nase property.
- Restore 19,000 square foot area on east portion on Nase property using the dominant native species present on project site.
- 1: 1 replacement ratio of forty-four (44), five-gallon Monterey pine trees to be located on one continuous strip of land running north to south along the east side of the Nase property and fronted on the North by the Pebble Beach right of way along Lisbon Lane and on the South by the Nase Property line and corresponding fence line with the neighboring property to the south. This strip of land is approximately 21,600 square feet running approximately 240 feet from North end to South end and 90 feet from east to west, between the proposed house and the eastern neighboring property. Monterey pine replacement is incorporated into the landscape planting plan (see Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA prepared by Regan Biological and Horticultural Consulting, LLC (RBHC), revised on 2/08/2017 for the Hall Landscape Design Sheet L-5) throughout the approximately 1 acre project site. To the greatest degree feasible, all trees used for replacement trees will be grown from seed collected on the project site or within the Del Monte Forest.
- Prevent invasive non-native plant species from colonizing during construction.
- Maintain native plant habitat with less than 10% non-native species over the course of the monitoring period.

**Compliance or Monitoring Action to be Performed:** Mitigation Measure Action No. 1.b: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall incorporate a tree removal plan within the construction plans showing the proposed tree removal as shown in the Tree Resource Assessment Plan, dated December 29, 2015 prepared for the subject property by Frank Ono, Certified Arborist. The tree removal plan shall include the tree number identification matrix showing the trees to be removed (44 Monterey pines) and the seven (7) proposed root-pruned Monterey pines to be monitored.

**23. MITIGATION MEASURE NO. 1; Action 1c- ENHANCEMENT/RESTORATION**

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 1: In order to mitigate for the loss of approximately 10,800 square feet of Monterey pine woodland on the project site and the loss of forty-four (44) Monterey pine trees, the following shall be required to occur on an area of 21,600 square feet (Enhancement/Restoration Area) of the Nase property:

- Eradicate majority of non-native grasses, weeds and introduced landscape plants, from eastern portion of the Nase property.
- Restore 19,000 square foot area on east portion on Nase property using the dominant native species present on project site.
- 1: 1 replacement ratio of forty-four (44), five-gallon Monterey pine trees to be located on one continuous strip of land running north to south along the east side of the Nase property and fronted on the North by the Pebble Beach right of way along Lisbon Lane and on the South by the Nase Property line and corresponding fence line with the neighboring property to the south. This strip of land is approximately 21,600 square feet running approximately 240 feet from North end to South end and 90 feet from east to west, between the proposed house and the eastern neighboring property. Monterey pine replacement is incorporated into the landscape planting plan (see Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA prepared by Regan Biological and Horticultural Consulting, LLC (RBHC), revised on 2/08/2017 for the Hall Landscape Design Sheet L-5) throughout the approximately 1 acre project site. To the greatest degree feasible, all trees used for replacement trees will be grown from seed collected on the project site or within the Del Monte Forest.
- Prevent invasive non-native plant species from colonizing during construction.
- Maintain native plant habitat with less than 10% non-native species over the course of the monitoring period.

**Compliance or Monitoring Action to be Performed:** Mitigation Measure Action No. 1.c: Prior to issuance of construction permits for grading and/or building, the owner/applicant shall incorporate an Enhancement/Restoration Area Plan within the construction plans consistent with the recommendations in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting. This plan shall include the information listed in MM No. 1, planting stock information contained in Section 6.0 – Implementation Plan of the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting, which describes the responsible parties, describes planting stock, the list of plants, quantities, sizes, planting schedules, site preparation, maintenance activities, maintenance schedule, performance standards, final success criterion, monitoring, annual reports and for the Restoration/Enhancement and Preservation Areas.

**24. MITIGATION MEASURE NO. 1; Action 1d- ENHANCEMENT/RESTORATION**

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 1: In order to mitigate for the loss of approximately 10,800 square feet of Monterey pine woodland on the project site and the loss of forty-four (44) Monterey pine trees, the following shall be required to occur on an area of 21,600 square feet (Enhancement/Restoration Area) of the Nase property:

- Eradicate majority of non-native grasses, weeds and introduced landscape plants, from eastern portion of the Nase property.
- Restore 19,000 square foot area on east portion on Nase property using the dominant native species present on project site.
- 1: 1 replacement ratio of forty-four (44), five-gallon Monterey pine trees to be located on one continuous strip of land running north to south along the east side of the Nase property and fronted on the North by the Pebble Beach right of way along Lisbon Lane and on the South by the Nase Property line and corresponding fence line with the neighboring property to the south. This strip of land is approximately 21,600 square feet running approximately 240 feet from North end to South end and 90 feet from east to west, between the proposed house and the eastern neighboring property. Monterey pine replacement is incorporated into the landscape planting plan (see Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA prepared by Regan Biological and Horticultural Consulting, LLC (RBHC), revised on 2/08/2017 for the Hall Landscape Design Sheet L-5) throughout the approximately 1 acre project site. To the greatest degree feasible, all trees used for replacement trees will be grown from seed collected on the project site or within the Del Monte Forest.
- Prevent invasive non-native plant species from colonizing during construction.
- Maintain native plant habitat with less than 10% non-native species over the course of the monitoring period.

**Compliance or Monitoring Action to be Performed:** Mitigation Measure Action No. 1.d: Prior to the commencement of any grading or construction activities (except for the removal and transplantation of the Yadon's piperia), a pre-construction meeting shall be held on the site. The preconstruction meeting shall be facilitated by the agent of the project. The meeting shall include representatives of each of the selected contractors, any consultant who will conduct required monitoring (including the archaeological monitors, see mitigation measures for Cultural Resources), and the owner/applicant. The purpose of the meeting is to review the conditions of approval that are applicable to the grading and construction of the approved development. A report of this meeting including date of meeting, content reviewed and list of attendees, shall be submitted to RMA-Planning, within five (5) business days of the preconstruction meeting date.

**25. MITIGATION MEASURE NO. 1; Action 1e- ENHANCEMENT/RESTORATION**

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 1: In order to mitigate for the loss of approximately 10,800 square feet of Monterey pine woodland on the project site and the loss of forty-four (44) Monterey pine trees, the following shall be required to occur on an area of 21,600 square feet (Enhancement/Restoration Area) of the Nase property:

- Eradicate majority of non-native grasses, weeds and introduced landscape plants, from eastern portion of the Nase property.
- Restore 19,000 square foot area on east portion on Nase property using the dominant native species present on project site.
- 1: 1 replacement ratio of forty-four (44), five-gallon Monterey pine trees to be located on one continuous strip of land running north to south along the east side of the Nase property and fronted on the North by the Pebble Beach right of way along Lisbon Lane and on the South by the Nase Property line and corresponding fence line with the neighboring property to the south. This strip of land is approximately 21,600 square feet running approximately 240 feet from North end to South end and 90 feet from east to west, between the proposed house and the eastern neighboring property. Monterey pine replacement is incorporated into the landscape planting plan (see Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA prepared by Regan Biological and Horticultural Consulting, LLC (RBHC), revised on 2/08/2017 for the Hall Landscape Design Sheet L-5) throughout the approximately 1 acre project site. To the greatest degree feasible, all trees used for replacement trees will be grown from seed collected on the project site or within the Del Monte Forest.
- Prevent invasive non-native plant species from colonizing during construction.
- Maintain native plant habitat with less than 10% non-native species over the course of the monitoring period.

**Compliance or Monitoring Action to be Performed:** Mitigation Measure Action No. 1.e: Prior to final inspection, the property owner/applicant shall restore as per the approved Enhancement/Restoration Area Plan (see MMA No. 1.c.) consistent with the recommendations in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting. This requires the replacement of Monterey pine trees at a ratio of 1:1 for a total replanting of 46 Monterey pine trees of a five-gallon size to be planted within the Enhancement/Restoration area. Furthermore, the seven (7) proposed root-pruned Monterey pines shall be pruned pursuant to the recommendations, including monitoring requirements of the Tree Resource Assessment Management Plan, prepared by Frank Ono dated December 29, 2015. In addition, the Enhancement/Restoration Area Plan requires the restoration of other planting stock described in Table 2: Plants for Restoration/Enhancement and Preservation Areas of the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting. The Staff shall conduct a site visit to ensure vegetation of the site has been restored according to the approved Enhancement/Restoration Area Plan.

**26. MITIGATION MEASURE NO. 1; Action 1f- ENHANCEMENT/RESTORATION**

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 1: In order to mitigate for the loss of approximately 10,800 square feet of Monterey pine woodland on the project site and the loss of forty-four (44) Monterey pine trees, the following shall be required to occur on an area of 21,600 square feet (Enhancement/Restoration Area) of the Nase property:

- Eradicate majority of non-native grasses, weeds and introduced landscape plants, from eastern portion of the Nase property.
- Restore 19,000 square foot area on east portion on Nase property using the dominant native species present on project site.
- 1: 1 replacement ratio of forty-four (44), five-gallon Monterey pine trees to be located on one continuous strip of land running north to south along the east side of the Nase property and fronted on the North by the Pebble Beach right of way along Lisbon Lane and on the South by the Nase Property line and corresponding fence line with the neighboring property to the south. This strip of land is approximately 21,600 square feet running approximately 240 feet from North end to South end and 90 feet from east to west, between the proposed house and the eastern neighboring property. Monterey pine replacement is incorporated into the landscape planting plan (see Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA prepared by Regan Biological and Horticultural Consulting, LLC (RBHC), revised on 2/08/2017 for the Hall Landscape Design Sheet L-5) throughout the approximately 1 acre project site. To the greatest degree feasible, all trees used for replacement trees will be grown from seed collected on the project site or within the Del Monte Forest.
- Prevent invasive non-native plant species from colonizing during construction.
- Maintain native plant habitat with less than 10% non-native species over the course of the monitoring period.

**Compliance or Monitoring Action to be Performed:** Mitigation Measure Action No. 1.f: Maintenance and monitoring of the Enhancement/Restoration Area on the Nase property shall occur as stipulated in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting. Monitoring and reporting shall occur four times a year for five full years after completion of the project (i.e. construction of the home). A qualified biologist, shall maintain, monitor and report to RMA-Planning, as stipulated in the Mitigation and Monitoring Plan. An intermediate performance standard shall be measured at 100 percent survival of the planted Monterey pines in the fall of year 1 and 2. The final success criterion is 100 percent survival on planted Monterey pines in year 5.

**27. MITIGATION MEASURE NO. 2; Action 2a- Yadon's Piperia**

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 2: In order to reduce the proposed construction impacts to the Yadon's piperia, an endangered orchid, federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere .1: Seriously endangered in California), to a less than significant level, removal of approximately 437 (or more if more are present) individual Yadon's piperia plants and transplanting these to a designated conservation site within Del Monte Forest, shall be required. The transplantation activities of the Yadon's piperia shall be conducted as stipulated in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting. This includes, but is not limited to the following:

- A memorandum of understanding and appropriate legal documentation of liability and shared responsibilities between Mr. Nase (property owner) and the Pebble Beach Company shall be prepared and signed before any of these activities take place:
- Transplantation of all known and live Yadon's piperia tubers from the project impact area (as shown in the Mitigation and Monitoring Plan) into a receiver site along Spruance Road in Area H of the Pebble Beach Company's preservation property. Transplantation activities shall at the times stipulated in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting and in consultation with United States Fish and Wildlife Service (USFWS).
- Monitor for transplant success, seedling recruitment, and population size for five (5) years following transplantation.

**Compliance or Monitoring Action to be Performed:** Mitigation Measure Action No. 2a: Prior to the commencement of transplantation activities for the Yadon's piperia, a memorandum of understanding (MOU) and appropriate legal documentation of liability and shared responsibilities between Mr. Nase (property owner) and the Pebble Beach Company shall be prepared and signed by both parties. The document shall include a depiction of the receiver site, a 2,700 square foot area on the west side of Spruance Road (Area H) along with a reference that the work shall be performed in accordance to the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting. A copy of the signed MOU and any other appropriate legal documentation shall be furnished to RMA- Planning for review and approval before the commencement of the transplantation activities.

**28. MITIGATION MEASURE NO. 2; Action 2b- Yadon's Piperia**

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 2: In order to reduce the proposed construction impacts to the Yadon's piperia, an endangered orchid, federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere .1: Seriously endangered in California), to a less than significant level, removal of approximately 437 (or more if more are present) individual Yadon's piperia plants and transplanting these to a designated conservation site within Del Monte Forest, shall be required. The transplantation activities of the Yadon's piperia shall be conducted as stipulated in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting. This includes, but is not limited to the following:

- A memorandum of understanding and appropriate legal documentation of liability and shared responsibilities between Mr. Nase (property owner) and the Pebble Beach Company shall be prepared and signed before any of these activities take place:
- Transplantation of all known and live Yadon's piperia tubers from the project impact area (as shown in the Mitigation and Monitoring Plan) into a receiver site along Spruance Road in Area H of the Pebble Beach Company's preservation property. Transplantation activities shall at the times stipulated in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting and in consultation with United States Fish and Wildlife Service (USFWS).
- Monitor for transplant success, seedling recruitment, and population size for five (5) years following transplantation.

**Compliance or Monitoring Action to be Performed:** Mitigation Measure Action No. 2b: The 2,700 square foot receiver site where the Yadon's piperia will be transplanted from the Nase property, is located on the west side of Spruance Road, approximately 2/10ths of a mile north of the intersection with Spruance and Ronda Roads. Previous to translocating the Piperia tubers from the Nase property to this location it will be prepared by removing the entire Acacia plants as well the Genista and the fallen oak tree as recommended in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting. Just east of this location, on the other side of Spruance road is a population of the Yadon's piperia that will be used as a reference population to compare with the translocated plants to determine expected foliage emergence and flowering and reproduction in each year of the monitoring of the translocated plants. The preparation of the receiver site shall be monitored by the qualified biologist pursuant to the recommendations contained in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting.

## 29. MITIGATION MEASURE NO. 2; Action 2c- Yadon's Piperia

**Responsible Department:** RMA-Planning

**Condition/Mitigation Monitoring Measure:** Mitigation Measure No. 2: In order to reduce the proposed construction impacts to the Yadon's piperia, an endangered orchid, federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere .1: Seriously endangered in California), to a less than significant level, removal of approximately 437 (or more if more are present) individual Yadon's piperia plants and transplanting these to a designated conservation site within Del Monte Forest, shall be required. The transplantation activities of the Yadon's piperia shall be conducted as stipulated in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting. This includes, but is not limited to the following:

- A memorandum of understanding and appropriate legal documentation of liability and shared responsibilities between Mr. Nase (property owner) and the Pebble Beach Company shall be prepared and signed before any of these activities take place:
- Transplantation of all known and live Yadon's piperia tubers from the project impact area (as shown in the Mitigation and Monitoring Plan) into a receiver site along Spruance Road in Area H of the Pebble Beach Company's preservation property. Transplantation activities shall at the times stipulated in the Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting and in consultation with United States Fish and Wildlife Service (USFWS).
- Monitor for transplant success, seedling recruitment, and population size for five (5) years following transplantation.

**Compliance or  
Monitoring  
Action to be Performed:**

Mitigation Measure Action No. 2c: Transplanting of Yadon's rein orchid from within the project impact area on Lisbon Lane into the preservation area receiver site on Spruance Road will take place between October 15 and March 15. This allows for transplant to occur while all tubers are dormant up to the point when the majority of tubers have sent up vegetative shoots but before flower stalks appear.

Even if permitting and construction schedules prevent implementation of the transplanting plan during the October to March period, to avoid disrupting seed production, the transplant process will be restricted to that period in which the plants are dormant, post flower and seed production up until the first flowering stalks are observed to be rising out of the foliage of known *Piperia* plants on the Lisbon Lane site. A qualified Biologist on the Monterey County list of approved consulting Biologists will monitor the population up until the date that the project is approved to proceed, then confer with USFWS and Pebble Beach company biologists to evaluate the status of the plants and whether it is feasible to commence transplantation efforts. During this monitoring period, all plants sending up new foliage will be documented and marked with flags other than the orange color used during the initial monitoring in Spring 2016. This will assist in determining the size of each patch for the tree spade operator and simplify the transplant process, if it becomes necessary to do it in the fall of 2017 by marking every foliage producing tuber even after all above ground growth has withered and senesced. Based on the monitoring, the project biologist will determine when the transplant will occur and how much area will be scooped out and transferred to the Spruance road receiver site. If, at the point the project is approved to proceed, plants in the Lisbon Lane property are observed to be sending up flowering stalks, the project will be delayed until plants have gone dormant in the fall of 2017. It may be possible to move some of the Lisbon Lane population even after some plants begin flowering, but this decision will be made in consultation with USFWS staff. In 2016, plants in the eastern portion had flowered and senesced by late July and some plants in the Western portion had not yet put up flowering stalks until September.

**30. MITIGATION MEASURE NO. 3; Action 3a and 3b- Cultural Resources**

**Responsible Department:** RMA-Planning

**Condition/Mitigation  
Monitoring Measure:** Mitigation Measure No. 3. In order to reduce potential impacts to cultural resources and sacred places, earth disturbance activities (including Yadon's *piperia* transplantation from the subject site and tree removal) shall be observed by a qualified archaeologist and by an Ohlone/Costanoan-Esselen Nation tribal monitor (MLD).

**Compliance or  
Monitoring  
Action to be Performed:** Mitigation Measure Action No. 3.a. Prior to the Yadon's *piperia* transplantation from the subject site, the owner/applicant shall submit a copy of the agreed upon contract to RMA-Planning, between the Ohlone/Costanoan-Esselen Nation and the owner of the subject project, outlining the logistics for monitoring during earth disturbance activities as well as how cultural resources will be handled if uncovered.

Mitigation Measure Action No. 3.b. During earth disturbance, which includes the Yadon's *piperia* transplantation, tree removal, and all other construction related activities, the Ohlone/Costanoan-Esselen Nation approved tribal monitor and the qualified archaeologist shall be onsite observing the work. The work shall be done consistent with the Ohlone/Costanoan-Esselen Nation approved contract discussed in Mitigation Measure Action No. 3a. Prior to final of construction permits for grading and/or building, the owner/applicant shall submit a letter from the tribal monitor verifying all work was done consistent with the contract to RMA-Planning for review and approval.

## GENERAL NOTES

- CONTRACTOR LICENSE: THE CONTRACTOR(S) PERFORMING THE WORK DESCRIBED BY THESE PLANS AND SPECIFICATIONS SHALL BE PROPERLY AND CURRENTLY LICENSED DURING THE EXECUTION OF THE PROJECT AND SHALL NOT PERFORM WORK OUTSIDE THE LEGAL SCOPE OF ANY LICENSE.
- SCOPE: THE CONTRACTOR SHALL PROVIDE AND PAY FOR ALL LABOR, MATERIALS, TOOLS, EQUIPMENT AND MACHINERY, TRANSPORTATION, WATER, HEAT, ELECTRICAL, TELEPHONE AND ANY OTHER RELATED ITEMS NECESSARY FOR THE PROPER EXECUTION AND TIMELY COMPLETION OF THE WORK.
- PERMITS: UNLESS OTHERWISE INSTRUCTED, THE OWNER SHALL PAY ALL PERMIT FEES INCLUDING UTILITIES. THE CONTRACTOR SHALL SECURE THE BUILDING PERMIT AND ANY OTHER PERMITS PRIOR TO STARTING THE WORK AND COMPLY WITH ALL INSPECTION REQUIREMENTS THROUGH FINAL SIGN-OFF.
- LEGAL NOTICE/CODE COMPLIANCE: THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, BUILDING CODES, RULES, REGULATIONS AND OTHER LAWFUL ORDERS OF ANY PUBLIC AUTHORITY BEARING ON THE PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE DESIGNERS IN WRITING IF THE DRAWINGS AND/OR SPECIFICATIONS ARE AT VARIANCE WITH ANY SUCH REQUIREMENTS (2013 C.B.C.)
- RESPONSIBILITY: THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES SELECTED TO EXECUTE THE WORK. THE CONTRACTOR SHALL COORDINATE ALL PORTIONS OF WORK WITHIN THE SCOPE OF THE CONTRACT.
- SAFETY: THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING AND PROPERLY SUPERVISING ADEQUATE INDUSTRY STANDARD SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THIS WORK AND SHALL ADHERE TO ALL FEDERAL, STATE, LOCAL & O.S.H.A. SAFETY REGULATIONS.
- INSURANCE: LIABILITY INSURANCE SHALL BE MAINTAINED BY THE CONTRACTOR TO PROTECT AGAINST ALL CLAIMS UNDER THE WORKMAN'S COMPENSATION ACTS, DAMAGES DUE TO BODILY INJURY INCLUDING DEATH, AND FOR ANY PROPERTY DAMAGES ARISING OUT OF OR RESULTING FROM THE CONTRACTOR'S OPERATIONS UNDER THE CONTRACT. THIS INSURANCE SHALL BE FOR LIABILITY LIMITS SATISFACTORY TO THE OWNER. THE OWNER HAS THE RIGHT TO REQUIRE CONTRACTUAL LIABILITY INSURANCE APPLICABLE TO THE CONTRACTOR'S OBLIGATIONS. CERTIFICATES OF SUCH INSURANCE SHALL BE FILED WITH THE OWNER PRIOR TO THE COMMENCEMENT OF WORK.
- CLEANING UP: THE CONTRACTOR SHALL KEEP THE PREMISES AND SITE FREE FROM ACCUMULATION OF WASTE MATERIALS DURING CONSTRUCTION BY PERIODIC CLEAN UP AND OFF-SITE DEBRIS REMOVAL. FINAL CLEANUP AND DEBRIS DISPOSITION SHALL BE TO THE SATISFACTION OF THE OWNER.
- ALL NOTES, DIMENSIONS, ETC. INDICATE NEW MATERIALS OR CONSTRUCTION.
- SHOP DRAWINGS: PRIOR TO FABRICATION, THE CONTRACTOR SHALL SUBMIT FOR APPROVAL SHOP DRAWINGS FOR ALL STRUCTURAL STEEL, REINFORCING STEEL, GLUE LAMINATED BEAMS AND PREFABRICATED TRUSSES, WINDOWS & DOORS, FINISH CARPENTRY. SHOP DRAWINGS ARE NOT CHANGE ORDERS, BUT RATHER SERVE TO DEMONSTRATE TO THE ENGINEER THAT THE CONTRACTOR UNDERSTANDS THE REQUIREMENTS & DESIGN CONCEPTS OF THE PLAN, DETAILS & SPECIFICATIONS.
- CONSTRUCTION BRACING & SHORING: THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL BRACING AND SHORING REQUIRED DURING CONSTRUCTION UNTIL ALL CONSTRUCTION IS COMPLETE.
- TECHNICAL SPECIFICATIONS: ALL TECHNICAL SPECIFICATIONS REFERRED TO IN THESE DRAWINGS ARE BY THIS REFERENCE PART OF THE CONSTRUCTION DOCUMENTS.

## PROJECT NOTES

- BUILDING CODES: ALL CONSTRUCTION SHALL MEET THE REQUIREMENTS OF THE 2013 EDITION OF THE CALIFORNIA BUILDING, RESIDENTIAL, GREEN BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, FIRE, CURRENT ENERGY CODES AND ANY AMENDMENTS OF THE PRESIDING CITY OR COUNTY.
- TREE PROTECTION SHALL BE ERECTED AND MAINTAINED THROUGHOUT PROJECT BY CITY FORESTER.
- PROTECT ALL TREES DURING CONSTRUCTION.
- MINIMUM CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 2,500 PSI.
- ALL REINFORCING STEEL SHALL CONFORM TO THE A.S.T.M. A-615 GRADE 60 UNLESS OTHERWISE NOTED ON PLANS. DEFORMATIONS SHALL BE IN ACCORDANCE WITH A.S.T.M. A-305. WELDED WIRE FABRIC: WELDED WIRE FABRIC SHALL CONFORM TO A.S.T.M. A-185.
- LUMBER SPECIES AND GRADES SHALL CONFORM TO THE FOLLOWING U.O.N.: MAXIMUM MOISTURE CONTENT OF LUMBER SHALL BE 19%. ALL DOUGLAS FIR LUMBER WHICH IS EXPOSED TO WEATHER SHALL BE PRESSURE TREATED. ALL GRADING SHALL CONFORM TO THE RULES AND REGULATIONS OF THE W.W.P., R.A. & A.P.A. PLYWOOD SHALL BE D.F. CONFORMING TO THE U.S. PRODUCT STANDARDS PS 1-74 WITH EXTERIOR GLUE, GRADE STAMPED A.P.A. SEE FRAMING PLANS FOR ADDITIONAL REQUIREMENTS.
- WALL CONSTRUCTION SHALL COMPLY WITH 2013 CALIFORNIA RESIDENTIAL CODE.
- NAILING TO BE IN COMPLIANCE WITH CBC TABLE 2304.9.1.
- ALL MANUFACTURER'S INSTALLATION GUIDES TO BE PROVIDED TO INSPECTOR AT TIME OF FIELD INSPECTION.

## PLUMBING AND ELECTRICAL NOTES

- ALL SHOWER HEADS SHALL HAVE A MAX. FLOW RATE OF 2.0 GPM.
- ALL BATHROOM FAUCETS SHALL HAVE MAXIMUM 1.5 GPM AND KITCHEN FAUCETS SHALL HAVE MAXIMUM 1.8 GPM FLOW RATE.
- ALL TOILETS SHALL BE HIGH EFFICIENCY TOILETS WITH A MAXIMUM FLUSH CAPACITY OF 1.28 GAL.
- ALL KITCHEN AND BATHROOM ELECTRICAL OUTLETS SHALL HAVE GFCI PROTECTION.
- PROVIDE TWO SMALL APPLIANCE BRANCH CIRCUITS FOR THE KITCHEN LIMITED TO SUPPLYING WALL AND COUNTER SPACE OUTLETS.
- PROVIDE SEPARATE BRANCH CIRCUITS AT EACH BEDROOM WITH THE REQUIRED ARC-FAULT CIRCUIT INTERRUPTERS.
- PROVIDE HARD WIRED SMOKE DETECTORS WITH BATTERY BACKUP IN EACH BEDROOM, HALLWAY & WHERE INDICATED.
- SMOKE DETECTORS SHALL BE INTER-CONNECTED TO SOUND AN ALARM AUDIBLE IN ALL BEDROOMS.
- USE FIBERGLASS OR CEMENT BASED BACKER BOARD AT SINK AND TILE LOCATIONS.
- INCANDESCENT LIGHTING FIXTURES RECESSED INTO INSULATED CEILINGS SHALL BE I.C. RATED BY UL OR OTHER APPROVED AGENCY.

## FIRE SAFETY REQUIREMENTS

- SMOKE ALARMS - (SINGLE FAMILY DWELLING) - WHERE A HOUSEHOLD FIRE WARNING SYSTEM OR COMBINATION FIRE/BURGLER ALARM SYSTEM IS INSTALLED IN LIEU OF SINGLE-STATION SMOKE ALARMS REQUIRED BY THE UBC - THE ALARM PANEL SHALL BE REQUIRED TO BE PLACARDED AS PERMANENT BUILDING EQUIPMENT.
- AN APPROVED CARBON MONOXIDE DETECTOR SHALL BE INSTALLED ON EACH LEVEL OF RESIDENTIAL OCCUPANCIES WITH A FOSSIL FUEL SOURCE AND IN EACH LEVEL OF A RESIDENTIAL UNIT WITH AN ATTACHED GARAGE.

## PROJECT DATA

**OWNER:** MR. WERNER NASE  
P.O. BOX 2138  
WINDSOR, CA 95492

**A.P.N.:** 008-232-003  
EL PESCADERO ROAD  
BLK. 153 A LOTS 1,2,3,5,13 to 20  
BLK. 153 B LOTS 1 to 5, 10 to 13 & BLK. 153 C LOT 1

**LOT AREA:** 43,456 SF. .998 AC.

**ZONING:** LDR/1.5D(CZ)  
DEL MONTE FOREST LAND USE PLAN

**OCCUPANCY/BUILDING TYPE:** R/3 U VB

**LOT COVERAGE:** ALLOWED 15% 6,518 SF.  
PROPOSED 13% 5,656 SF.

**F.A.R.:** ALLOWED 17.5% 7,605 SF.  
PROPOSED 13% 5,656 SF.

**IMPERMEABLE COVERAGE:** STRUCTURE 5,656 SF.  
SURFACE 3,793 SF.

**TREE REMOVAL:** 43 TREES

**GRADING:** CUT 460 CY.  
FILL 460 CY.

**OWNER:**  
WERNER NASE  
P.O. BOX 2138  
WINDSOR, CA 95492

**SITE ADDRESS:**  
1412 LISBON LANE  
PEBBLE BEACH, CA 93953

**OWNER/BUILDER:**  
WERNER NASE, LIC. #258630  
P.O. BOX 2138  
WINDSOR, CA 95492  
P. 707.321.5013

**STRUCTURAL ENGINEER:**  
ALEX OTT ASSOCIATES  
603 PALM AVENUE  
SEASIDE, CA 93955

**TITLE 24 - ENERGY COMPLIANCE:**  
MONTEREY ENERGY GROUP  
26465 CARMEL RANCHO BLVD., SUITE 8  
CARMEL, CA 93923

**CIVIL ENGINEER:**  
C3 ENGINEERING  
126 BONIFACIO PLACE, SUITE C  
MONTEREY, CA 93940

**LANDSCAPE ARCHITECT:**  
HALL LANDSCAPE DESIGN  
582 LIGHTHOUSE AVENUE  
PACIFIC GROVE, CA 93950

## SCOPE OF WORK

NEW SINGLE FAMILY RESIDENCE, 4 BEDROOM, 4.5 BATHS, WITH AN ATTACHED 3 CAR GARAGE.

## SHEET INDEX

A0.1 COVER SHEET AND PROJECT DATA

C1 COVER SHEET AND GENERAL NOTES  
C2 EXISTING SITE PLAN  
C3 GRADING AND DRAINAGE  
C4 DETAILS  
C5 EROSION CONTROL PLAN

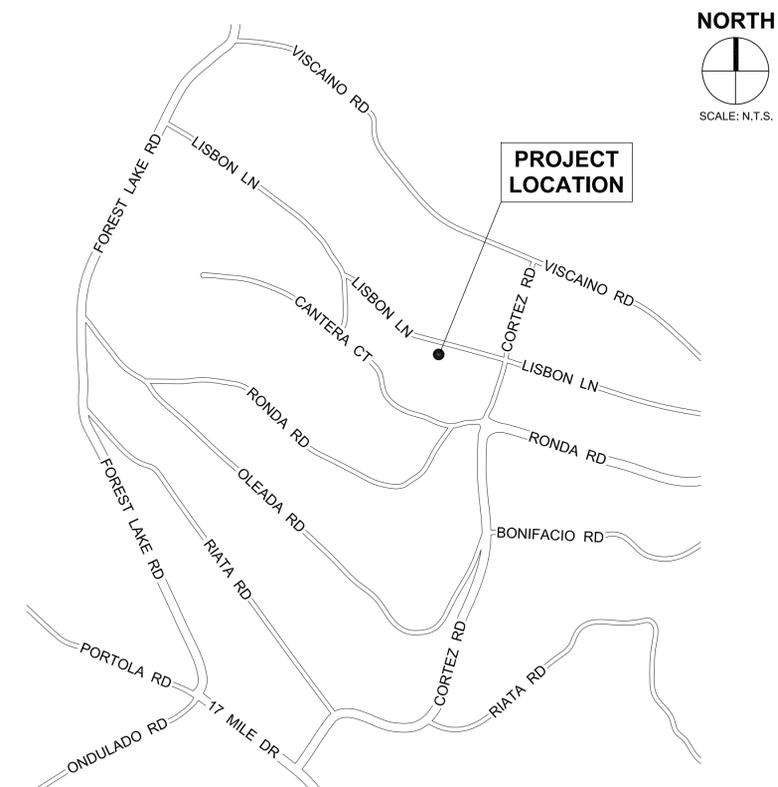
A1.1 SITE PLAN  
A2.1 FLOOR PLAN  
A2.2 WINDOW AND DOOR SCHEDULE  
A2.3 ROOF PLAN  
A3.1 EXTERIOR ELEVATIONS  
A4.1 SECTIONS AND DETAILS

M0.1 NOTES  
M0.2 NOTES  
M0.3 ENERGY COMPLIANCE  
M0.4 ENERGY COMPLIANCE  
M2.1 MAIN FLOOR RADIANT HEATING PLAN  
M2.2 VENTILATION PLAN  
M6.1 PIPING SCHEMATIC  
M6.2 CONTROL'S SCHEMATIC  
M6.3 DETAILS  
M6.4 HEAT SOURCE VENTING  
P2.1 GAS LINE POINT CONNECTIONS AND GAS LINE SCHEMATIC

S0.1 GENERAL NOTES  
S2.0 FOUNDATION PLAN  
S2.1 ROOF FRAMING PLAN  
S3.1 FOUNDATION DETAILS  
S4.1 ROOF FRAMING DETAILS

L-1 TITLE SHEET  
L-2 FIRE SAFETY PLAN  
L-3 ESTIMATED WATER USE  
L-4 IRRIGATION PLAN  
L-5 PLANTING PLAN

## VICINITY MAP



# COVER PAGE, PROJECT DATA

**Owner/Builder**  
**Werner Nase, Jr.**  
P. O. Box 1238  
Windsor, CA 95492  
Lic. #258630

**NASE RESIDENCE**  
1412 LISBON LANE  
PEBBLE BEACH, CA 93953  
APN: 008-232-003-000

DATE: 12.21.16

SCALE:

DRAWN BY: RA

REVISION:



PAGE:

**A0.1**

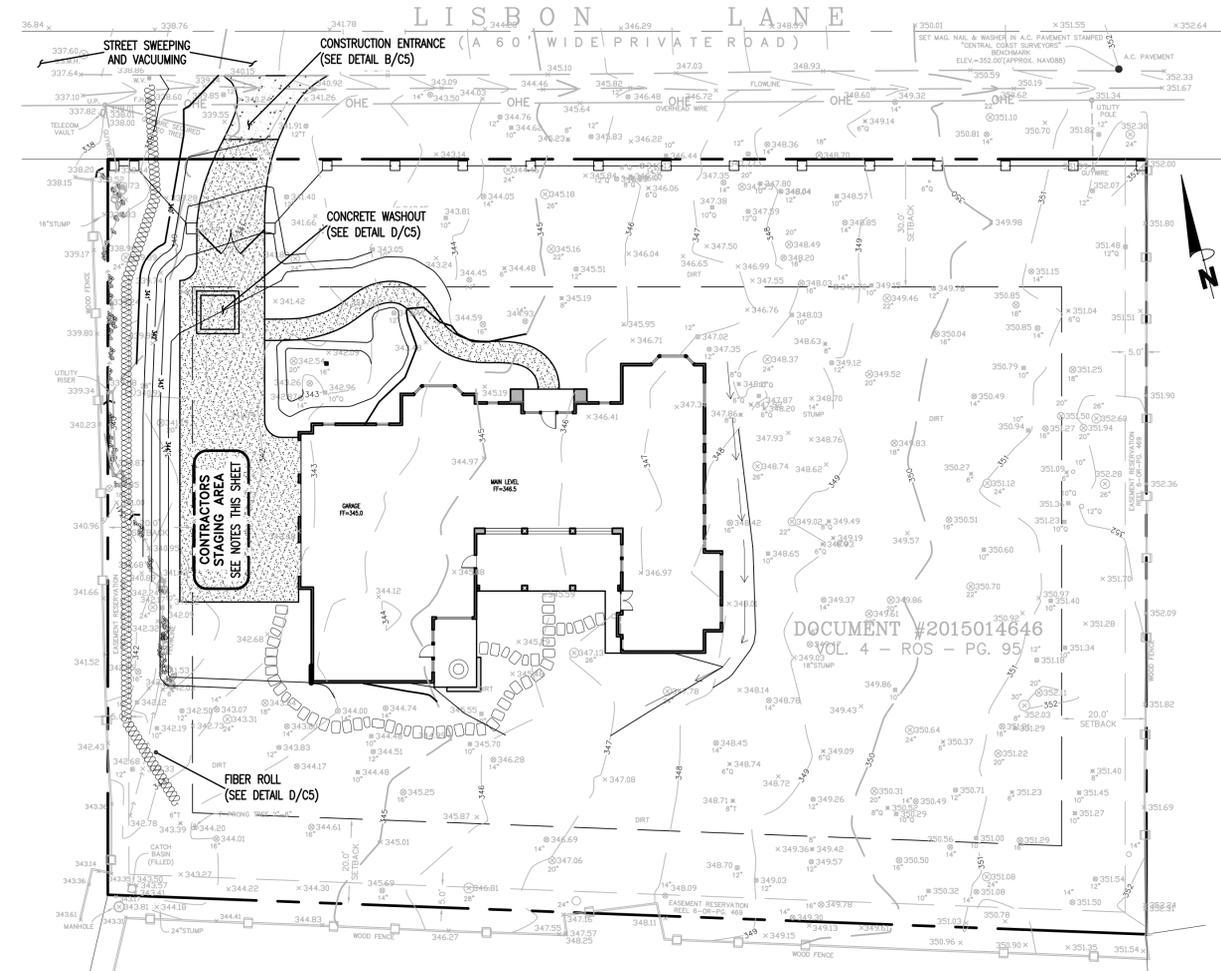








Drawing file: Z:\Projects\15162 Nase - 1412 Lisbon\DWG\15162 EBase.dwg  
 Plotted: Dec 06, 2016 - 8:41am  
 THE USE OF THESE DRAWINGS AND SPECIFICATIONS SHALL BE LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. REUSE, REPRODUCTION, OR PUBLICATION IN WHOLE OR IN PART, IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF C3 ENGINEERING.



**EROSION CONTROL PLAN**  
1" = 20'

**EROSION CONTROL NOTES**

- THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO PREVENT AIRBORNE DUST FROM BECOMING A NUISANCE TO NEIGHBORING PROPERTIES. THE CONTRACTOR SHALL CONFORM TO THE STANDARDS FOR DUST-CONTROL AS ESTABLISHED BY THE AIR QUALITY MAINTENANCE DISTRICT. DUST CONTROL MEASURES TO BE IMPLEMENTED INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:
  - PROVIDE EQUIPMENT AND MANPOWER REQUIRED FOR WATERING ALL EXPOSED OR DISTURBED EARTH. SUFFICIENT WATERING TO CONTROL DUST IS REQUIRED AT ALL TIMES.
  - COVER STOCKPILES OF DEBRIS, SOIL OR OTHER MATERIALS WHICH MAY CONTRIBUTE TO AIRBORNE DUST.
  - KEEP CONSTRUCTION AREAS AND ADJACENT STREET FREE OF MUD AND DUST.
  - LANDSCAPE, SEED, OR COVER PORTIONS OF THE SITE AS SOON AS CONSTRUCTION IS COMPLETE. THE CONTRACTOR SHALL ASSUME LIABILITY FOR CLAIMS RELATED TO WIND BLOWN MATERIAL. IF THE DUST CONTROL IS INADEQUATE AS DETERMINED BY THE CITY, THE CONSTRUCTION WORK SHALL BE TERMINATED UNTIL CORRECTIVE MEASURES ARE TAKEN.
- THE CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO KEEP STREETS AND ROADS FREE FROM DIRT AND DEBRIS. SHOULD ANY DIRT OR DEBRIS BE DEPOSITED IN THE PUBLIC RIGHT-OF-WAY, THE CONTRACTOR SHALL REMOVE IT IMMEDIATELY.
- ALL CUT AND FILL SLOPES EXPOSED DURING CONSTRUCTION SHALL BE COVERED, SEEDING OR OTHERWISE TREATED TO CONTROL EROSION WITHIN 48 HOURS AFTER GRADING. CONTRACTOR SHALL RE-VEGETATE SLOPES AND ALL DISTURBED AREAS THROUGH AN APPROVED PROCESS AS DETERMINED BY THE CITY. THIS MAY CONSIST OF EFFECTIVE PLANTING OF RYE GRASS, BARLEY OR SOME OTHER FAST GERMINATING SEED.
- DURING WINTER OPERATIONS (BETWEEN OCTOBER 15 AND APRIL 15), THE FOLLOWING MEASURES MUST BE TAKEN:
  - VEGETATION REMOVAL SHALL NOT PRECEDE SUBSEQUENT GRADING OR CONSTRUCTION ACTIVITIES BY MORE THAN 15 DAYS. DURING THIS PERIOD, EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IN PLACE. DISTURBED SURFACES NOT INVOLVED IN THE IMMEDIATE OPERATIONS MUST BE PROTECTED BY MULCHING AND/OR OTHER EFFECTIVE MEANS OF SOIL PROTECTION.
  - ALL ROADS AND DRIVEWAYS SHALL HAVE DRAINAGE FACILITIES SUFFICIENT TO PREVENT EROSION ON OR ADJACENT TO THE ROADWAY OR THE DOWNHILL PROPERTIES.
  - RUN-OFF FROM THE SITE SHALL BE DETAINED OR FILTERED BY BERMS, VEGETATED FILTER STRIPS AND/OR CATCH BASINS TO PREVENT THE ESCAPE OF SEDIMENT FROM THE DISTURBED AREA OR SITE. THESE DRAINAGE CONTROL MEASURES MUST BE MAINTAINED BY THE CONTRACTOR AS NECESSARY TO ACHIEVE THEIR PURPOSE THROUGHOUT THE LIFE OF THE PROJECT.
  - EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED AND IN PLACE AT THE END OF EACH DAY AND CONTINUOUSLY CHECKED THROUGHOUT THE LIFE OF THE PROJECT DURING WINTER OPERATIONS. (GRADING/EROSION ORD. 2806-16.12.090)
  - THE GRADING INSPECTOR MAY STOP OPERATIONS DURING PERIODS OF INCLEMENT WEATHER IF EROSION PROBLEMS ARE NOT BEING CONTROLLED ADEQUATELY.
- IF VEGETATION REMOVAL TAKES PLACE PRIOR TO A GRADING OPERATION AND THE ACTUAL GRADING DOES NOT BEGIN WITHIN 30 DAYS FROM THE DATE OF REMOVAL, THEN THAT AREA SHALL BE PLANTED UNDER THE PROVISION OF SECTION 16.08.340 TO CONTROL EROSION. NO VEGETATION REMOVAL OR GRADING WILL BE ALLOWED WHICH WILL RESULT IN SILTATION OF WATER COURSES OR UNCONTROLLABLE EROSION.
- ALL POLLUTANTS AND THEIR SOURCES, INCLUDING SOURCES OF SEDIMENT ASSOCIATED WITH CONSTRUCTION, CONSTRUCTION SITE EROSION AND ALL OTHER ACTIVITIES ASSOCIATED WITH CONSTRUCTION ACTIVITY ARE CONTROLLED.
- ALL NON-STORM WATER DISCHARGES ARE IDENTIFIED AND EITHER ELIMINATED, CONTROLLED, OR TREATED.
- SITE BMP'S ARE TO BE EFFECTIVE AND RESULT IN THE REDUCTION OR ELIMINATION OF POLLUTANTS IN STORM WATER DISCHARGES AND AUTHORIZED NON-STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITY.
- STABILIZATION BMP'S INSTALLED TO REDUCE OR ELIMINATE POLLUTANTS AFTER CONSTRUCTION IS COMPLETED.
- BEST MANAGEMENT PRACTICES (BMP'S) TO BE IMPLEMENTED BY THE PROJECT ARE LISTED BY CATEGORY, FACT SHEETS, AND DETAILS FOR THE BMP'S SELECTED FOR THIS PROJECT, CAN BE FOUND IN THE CASQA STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK.

**STORMWATER MANAGEMENT**

- THE FOLLOWING STANDARD BMP'S SHALL BE IMPLEMENTED IN ACCORDANCE WITH THE MONTEREY REGIONAL STORMWATER MANAGEMENT PROGRAM:
- PAINTING:**
- MINIMIZE USE OF OIL-BASED PAINTS
  - STORE SOLVENTS AND PAINTS IN ORIGINAL CONTAINERS OR OTHER FIRE MARSHAL APPROVED CONTAINER.
  - SPENT SOLVENTS ARE HAZARDOUS WASTES. STORE SPENT SOLVENTS IN APPROVED CONTAINERS. REUSE SOLVENTS AS MUCH AS POSSIBLE AND USE PAINTS AS MUCH AS POSSIBLE RATHER THAN DISPOSING OF THEM. DISPOSE OF SPENT SOLVENTS AND UNUSABLE PAINTS AS A HAZARDOUS WASTE.
  - NEVER CLEAN PAINT EQUIPMENT WHERE SOLVENTS, PAINT OR CONTAMINATED RINSE WATER CAN ENTER THE STORM DRAIN SYSTEM.
- PLASTERING/STUCCO/TILING/SITE-MIXED CONCRETE:**
- STORE PLASTER AND CEMENT IN COVERED AREAS AND KEEP THEM OUT OF THE WIND.
  - CONSERVE MATERIALS. DON'T MIX MORE PRODUCT THAN CAN BE USED BEFORE IT HARDENS.
  - IF THERE IS LEFT OVER PRODUCT, PLACE THE EXCESS IN AN EARTHEN DEPRESSION. LET THE PRODUCT CURE AND DISPOSE OF AS REGULAR REFUSE.
  - ALL RINSE WATER IS TO BE PLACED IN AN EARTHEN DEPRESSION CAPABLE OF HOLDING THE RINSE WATER AS WELL AS ANY RAIN WATER THAT WOULD FALL/RUN INTO THE DEPRESSION.
- READY-MIXED CONCRETE:**
- HAVE AN EARTHEN DEPRESSION DUG PRIOR TO THE ARRIVAL OF THE READY-MIX TRUCK.
  - IF A PUMP IS USED, PLACE THE ENTIRE PUMP PRIMING FLUID AND REJECT CONCRETE IN THE DEPRESSION.
  - PLACE ALL SPILLED CONCRETE AND CHUTE WASH WATER IN THE DEPRESSION.
  - ALL TRUCK AND PUMP RINSE WATER IS TO BE TAKEN BACK TO THE READY-MIX BATCH PLANT FOR TREATMENT/RECYCLING.
  - BEFORE CREATING AN EXPOSED AGGREGATE FINISH, CAREFULLY PLAN AND PREPARE TO PREVENT THE SLURRY THAT IS WASHED OFF FROM ENTERING THE STORM DRAIN SYSTEM AND GUTTERS.
- EARTH MOVING/GRADING:**
- REMOVE EXISTING VEGETATION ONLY WHEN NECESSARY.
  - PLANT TEMPORARY VEGETATION WHEN SLOPE HAVE BEEN DISTURBED BUT CONSTRUCTION IS STILL ONGOING DURING PERIODS OF RAIN
  - PROTECT DOWN SLOPE DRAINAGE COURSES BY RECOGNIZED METHODS SUCH AS THOSE IN THE CASQA HANDBOOK.
  - USE CHECK DAMS OR DITCHES TO DIVERT WATER AROUND EXCAVATIONS.
  - COVER STOCKPILES OF EXCAVATED SOIL WITH TARPS.
  - SCHEDULE GRADING ACTIVITIES DURING DRY PERIODS.
- REFER TO THE CASQA BMP HANDBOOK FOR BMP FACT SHEETS.

**NOTE:**  
CONTRACTORS STAGING AREA DESIGNATED FOR FOLLOWING STORM WATER BEST MANAGEMENT PRACTICES: SCHEDULING, WATER CONSERVATION PRACTICES, VEHICLE & EQUIPMENT CLEANING, VEHICLE & EQUIPMENT MAINTENANCE, MATERIAL DELIVERY & STORAGE, STOCKPILE MANAGEMENT, SPILL PREVENTION & CONTROL, SOLID WASTE MANAGEMENT, HAZARDOUS WASTE MANAGEMENT, CONCRETE WASTE MANAGEMENT, SANITARY WASTE MANAGEMENT.

**LEGEND**

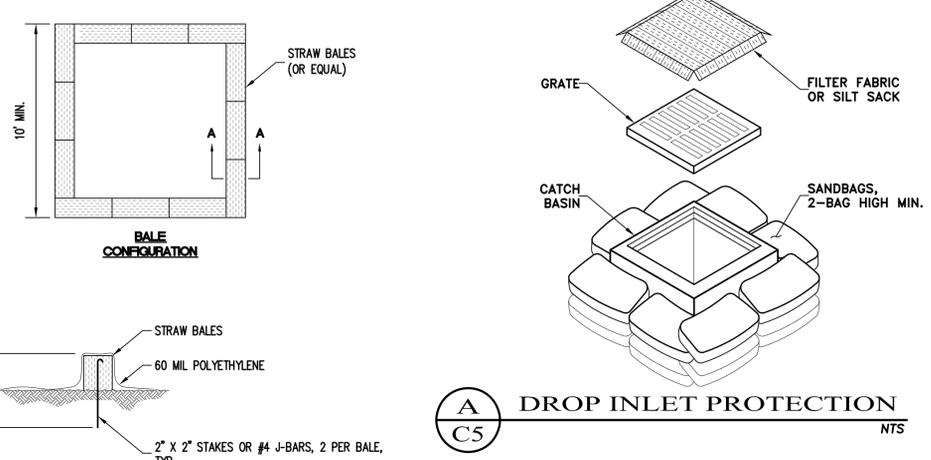
- INLET PROTECTION**  
(SEE DETAIL A/C6)
- PROPOSED DRAINAGE FLOW**
- BMP'S**

- EROSION CONTROL:**  
 EC-1 SCHEDULING  
 EC-2 PRESERVATION OF EXISTING VEGETATION  
 EC-3 HYDRAULIC MULCH  
 EC-4 HYDROSEEDING  
 EC-8 WOOD MULCHING  
 EC-16 NON-VEGETATIVE STABILIZATION
- SEDIMENT CONTROL:**  
 SE-1 SILT FENCE  
 SE-2 SEDIMENT BASINS  
 SE-3 SEDIMENT TRAP  
 SE-5 FIBER ROLL  
 SE-6 GRAVEL BAG BERM  
 SE-7 STREET SWEEPING AND VACUUMING  
 SE-8 SANDBAG BARRIER  
 SE-9 STRAW BALE BARRIER  
 SE-10 STORM DRAIN INLET PROTECTION  
 SE-13 COMPOST SOCKS AND BERMS  
 SE-14 BIOFILTER BAGS

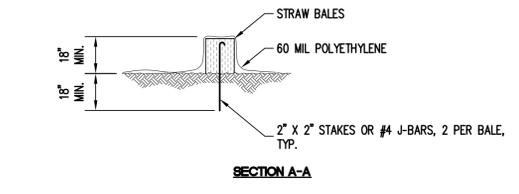
- TRACKING CONTROL:**  
 TC-1 STABILIZED CONSTRUCTION ENTRANCE/EXIT  
 TC-3 ENTRANCE/OUTLET TIRE WASH
- WIND EROSION CONTROL:**  
 WE-1 WIND EROSION CONTROL
- NON-STORM WATER MANAGEMENT:**  
 NS-1 WATER CONSERVATION PRACTICES  
 NS-2 DEWATERING OPERATIONS  
 NS-3 PAVING AND GRINDING OPERATIONS  
 NS-6 ILLICIT CONNECTION/DISCHARGE  
 NS-7 POTABLE WATER/IRRIGATION  
 NS-8 VEHICLE AND EQUIPMENT CLEANING  
 NS-9 VEHICLE AND EQUIPMENT FUELING  
 NS-10 VEHICLE AND EQUIPMENT MAINTENANCE  
 NS-12 CONCRETE CURING  
 NS-13 CONCRETE FINISHING  
 NS-14 MATERIAL AND EQUIPMENT USE

- WASTE MANAGEMENT AND MATERIAL POLLUTION CONTROL:**  
 WM-1 MATERIAL DELIVERY AND STORAGE  
 WM-2 MATERIAL USED  
 WM-3 STOCKPILE MANAGEMENT  
 WM-4 SPILL PREVENTION AND CONTROL  
 WM-5 SOLID WASTE MANAGEMENT  
 WM-6 HAZARDOUS WASTE MANAGEMENT  
 WM-8 CONTAMINATED SOIL MANAGEMENT  
 WM-8 CONCRETE WASTE MANAGEMENT  
 WM-9 SANITARY/SEPTIC WASTE MANAGEMENT  
 WM-10 LIQUID WASTE MANAGEMENT

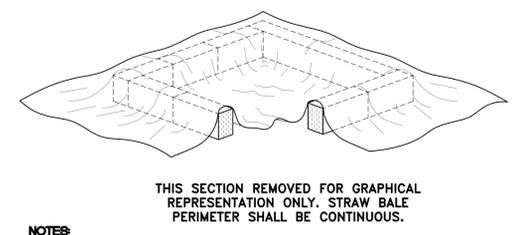
REFER TO THE CASQA BMP HANDBOOK FOR BMP FACT SHEETS.



**A DROP INLET PROTECTION**  
NTS



**B CONSTRUCTION ENTRANCE**  
NTS



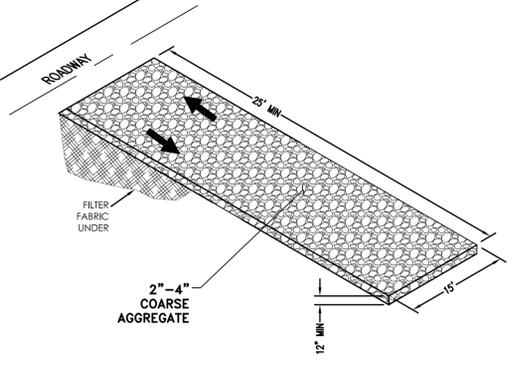
**C FIBER ROLL**  
NTS



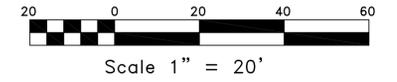
**D CONCRETE WASHOUT**  
NTS

**NOTES:**  
 1.- FACE SIGN TOWARD NEAREST STREET OR ACCESS POINT  
 2.- CONCRETE WASHOUT SHALL BE LOCATED BEHIND CURB AND 50 FT. MINIMUM FROM DRAINAGE INLETS OR WATERCOURSES

THIS SECTION REMOVED FOR GRAPHICAL REPRESENTATION ONLY. STRAW BALE PERIMETER SHALL BE CONTINUOUS.



**E BALE CONFIGURATION**  
NTS



SCALE:	AS NOTED
DATE:	10/28/2015
DESIGN BY:	FJC
DRAWN BY:	ECH
CHECKED BY:	FJC
SHEET NUMBER:	

**C5**

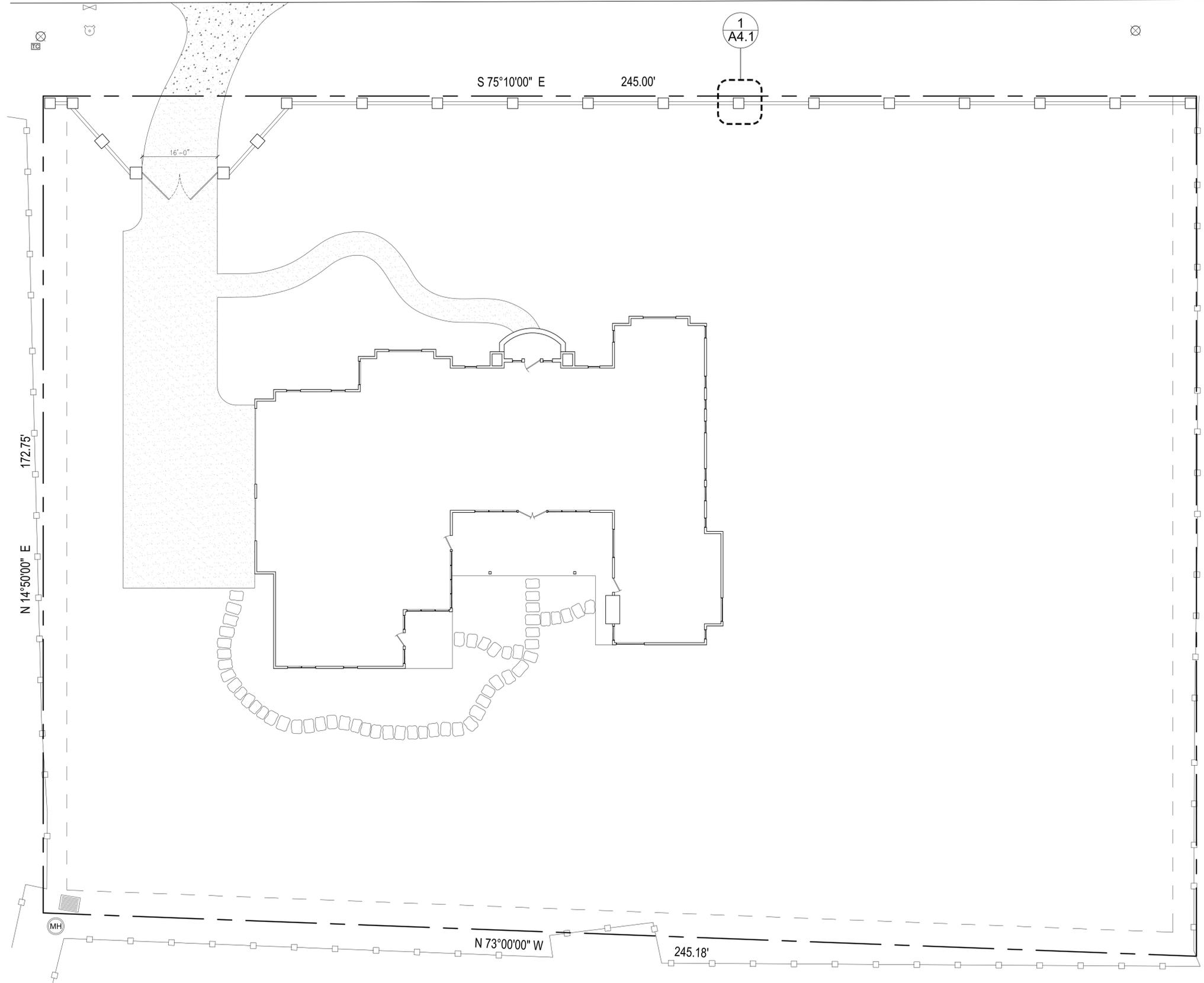
OF 5 SHEETS

PROJECT# 115-162

**C3 ENGINEERING**  
 Civil Engineering Land Development Stormwater Control  
 126 Bonifacio Place, Suite C, Monterey, CA 93940  
 Phone: (931) 647-1192 Fax (931) 647-1194  
 mail@C3Engineering.net

**REGISTERED PROFESSIONAL ENGINEER**  
 FRANK J. CAMPBELL  
 No. 61390  
 Exp. 06/30/17  
 CIVIL  
 STATE OF CALIFORNIA

# LISBON LANE



- LEGEND**
- DECOMPOSED GRANITE
  - CONCRETE APRON
  - STEPPING STONES
  - PROPERTY LINE
  - EASEMENT
  - NEW FRONT WALL W/GATE
  - EXISTING WOOD FENCE
  - UTILITY POLE
  - TELCOM VAULT
  - CATCH BASIN (FILLED)
  - FIRE HYDRANT
  - WATER VALVE
  - MANHOLE

**1** **SITE PLAN**  
SCALE: 3/32"=1'-0"

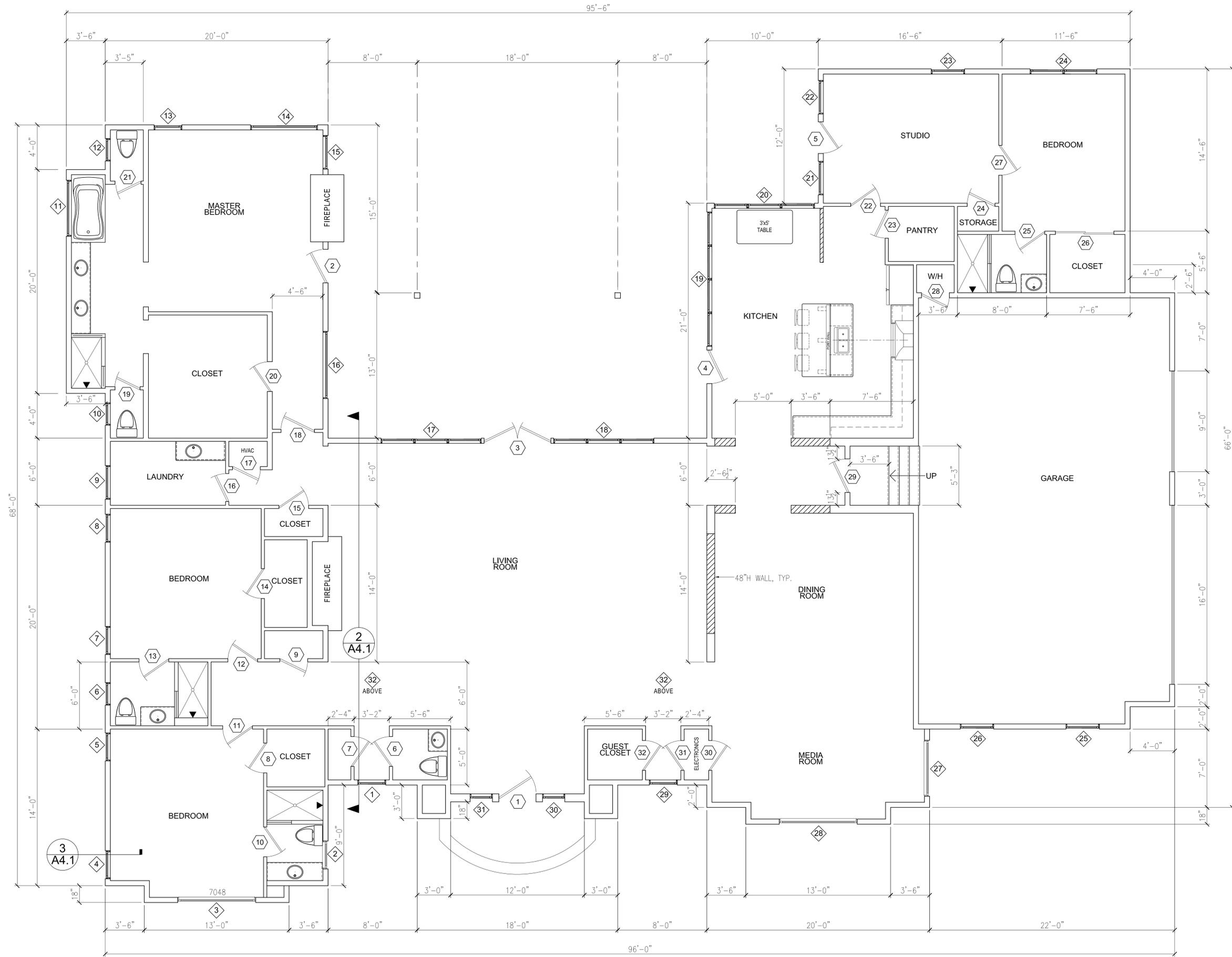
**Owner/Builder**  
**Werner Nase, Jr.**  
 P. O. Box 1238  
 Windsor, CA 95492  
 Lic. #258630

**SITE PLAN**  
**NASE RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA 93953  
 APN: 008-232-003-000

DATE:	12.21.16
SCALE:	3/32" = 1'-0"
DRAWN BY:	RA
REVISION:	

PAGE:

**A1.1**



**Owner/Builder**  
**Werner Nase, Jr.**  
 P. O. Box 1238  
 Windsor, CA 95492  
 Lic. #258630

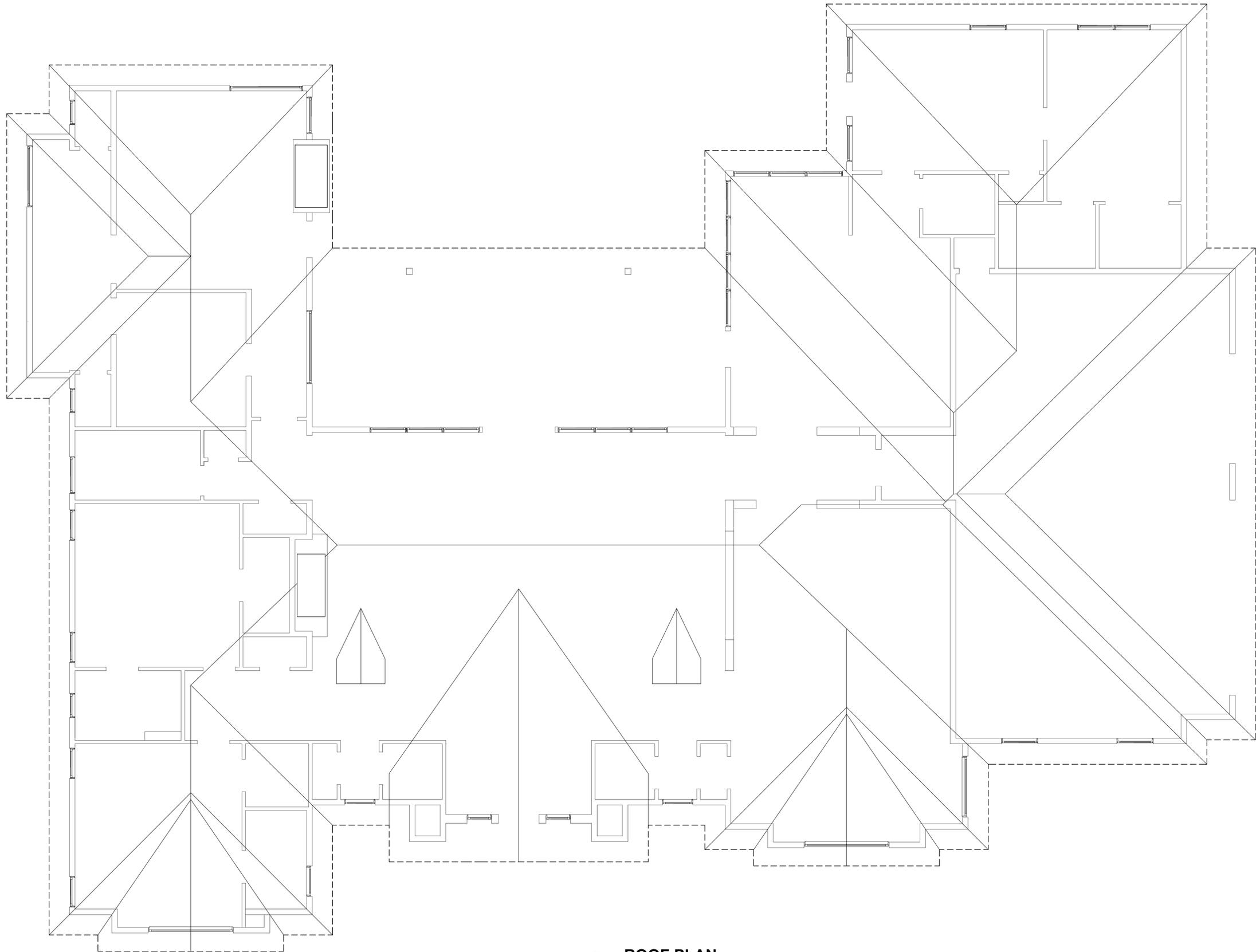
**FLOOR PLAN**  
**NASE RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA 93953  
 APN: 008-232-003-000

DATE: 12.21.16  
 SCALE: 1/4" = 1'-0"  
 DRAWN BY: RA  
 REVISION:

PAGE:

**A2.1**





1 **ROOF PLAN**  
SCALE: 1/4"=1'-0"

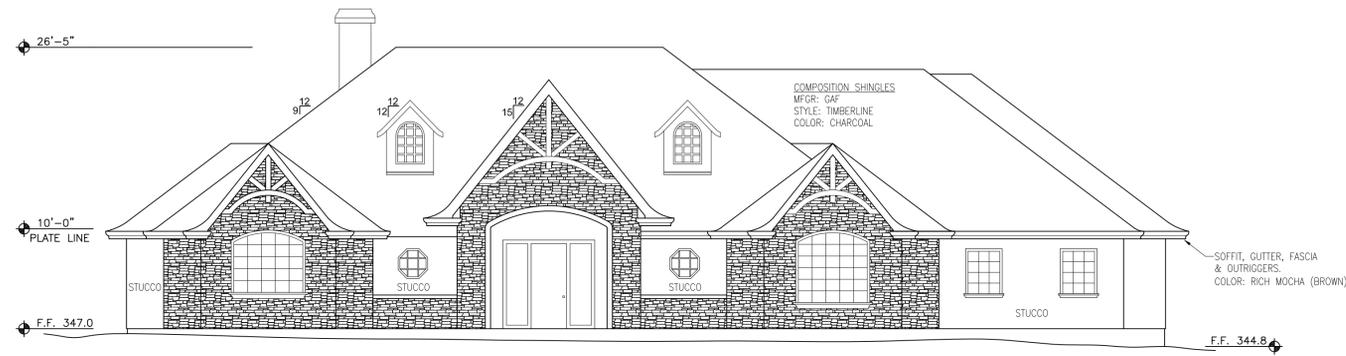
**ROOF PLAN**  
**NASE RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA 93953  
 APN: 008-232-003-000

**Owner/Builder**  
**Werner Nase, Jr.**  
 P. O. Box 1238  
 Windsor, CA 95492  
 Lic. #258630

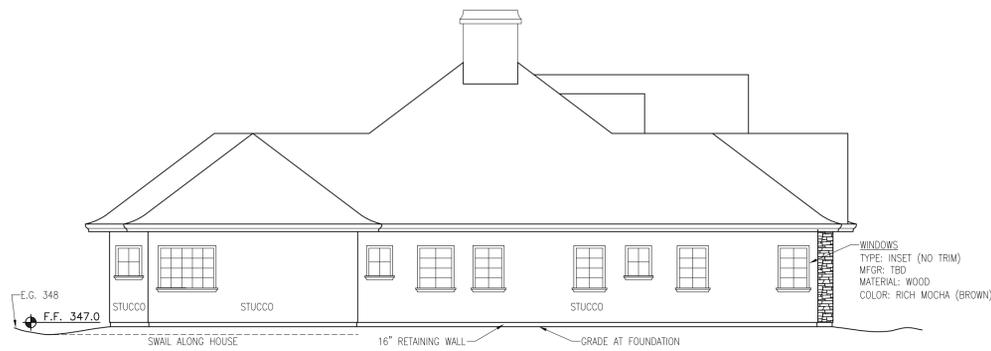
DATE:	12.21.16
SCALE:	1/4" = 1'-0"
DRAWN BY:	RA
REVISION:	

△	

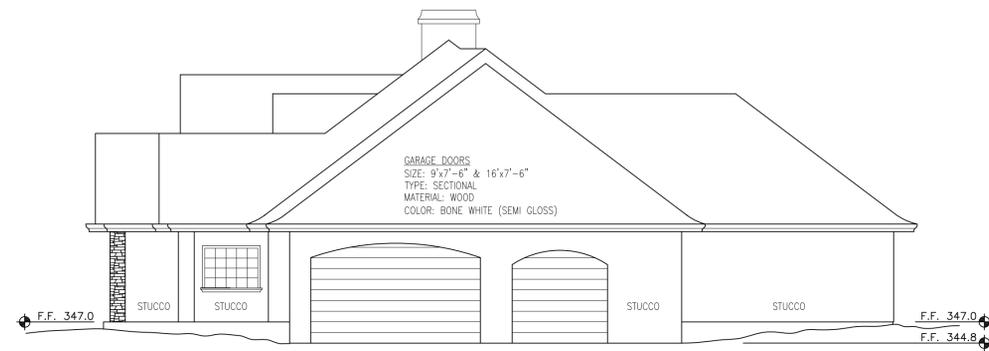
PAGE:  
**A2.3**



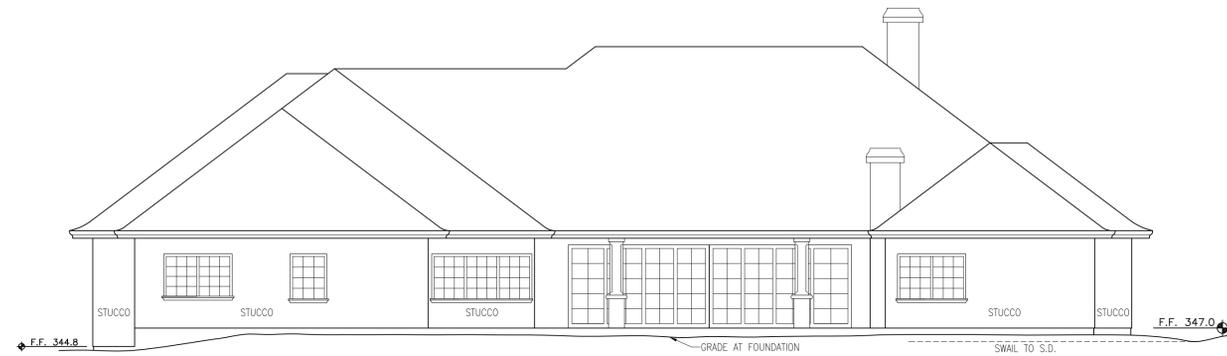
**1 NORTH ELEVATION**  
SCALE: 1/8"=1'-0"



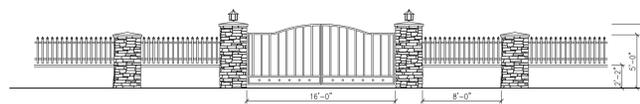
**2 EAST ELEVATION**  
SCALE: 1/8"=1'-0"



**3 WEST ELEVATION**  
SCALE: 1/8"=1'-0"



**4 SOUTH ELEVATION**  
SCALE: 1/8"=1'-0"



**5 ENTRY GATE ELEVATION**  
SCALE: 1/8"=1'-0"

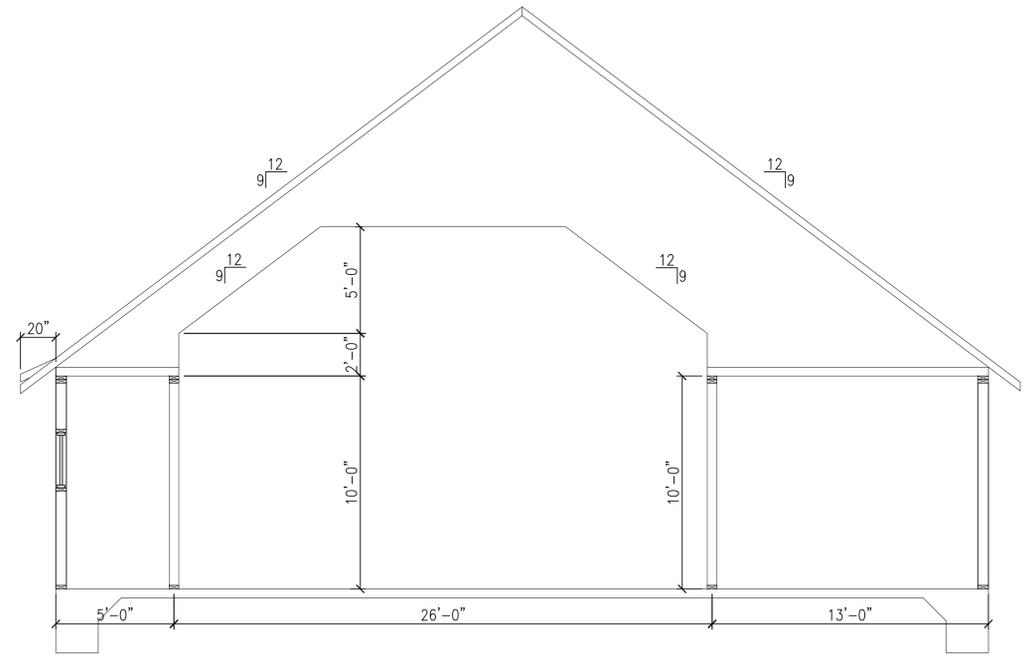
**Owner/Builder**  
Werner Nase, Jr.  
P. O. Box 1238  
Windsor, CA 95492  
Lic. #258630

**EXTERIOR ELEVATIONS**  
NASE RESIDENCE  
1412 LISBON LANE  
PEBBLE BEACH, CA 93953  
APN: 008-232-003-000

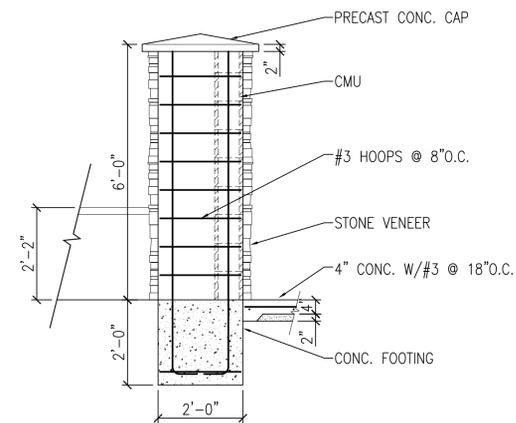
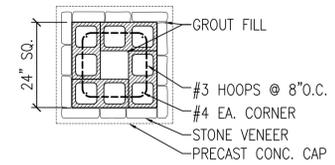
DATE: 12.21.16  
SCALE: 1/8" = 1'-0"  
DRAWN BY: RA  
REVISION:

PAGE:

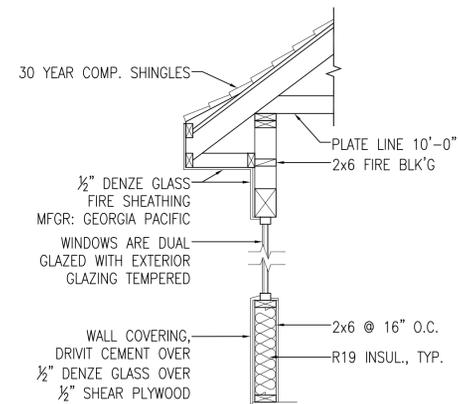
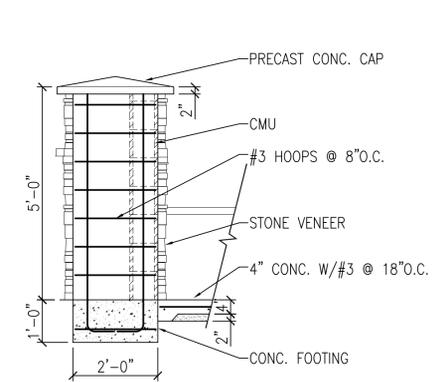
**A3.1**



**2 SECTION**  
1/2"=1'-0"



**1 COLUMN DETAILS**  
1/2"=1'-0"



**3 EXTERIOR WALL SECTION**  
1/2"=1'-0"

**SECTION & DETAILS**

**NASE RESIDENCE**  
1412 LISBON LANE  
PEBBLE BEACH, CA 93953  
APN: 008-232-003-000

**Owner/Builder**  
Werner Nase, Jr.  
P. O. Box 1238  
Windsor, CA 95492  
Lic. #2558630

DATE: 12.21.16  
SCALE: 1/2" = 1'-0"  
DRAWN BY: RA  
REVISION:

PAGE:





THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL, ETC. FOR WHICH THEY WERE PREPARED. PUBLICATION, THEREOF, IN ANY MANNER, IS PROHIBITED. TITLE TO THESE DRAWINGS AND SPECIFICATIONS REMAINS WITH THE ENGINEER WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE DRAWINGS AND SPECIFICATIONS SHALL CONSTITUTE A FORMAL ACKNOWLEDGMENT OF THE ACCEPTANCE OF THESE RESTRICTIONS. MONTEREY ENERGY GROUP, INC.

CERTIFICATE OF COMPLIANCE - RESIDENTIAL PERFORMANCE COMPLIANCE METHOD

Project Name: Nase Residence Calculation Date/Time: 08:44, Mon, Dec 19, 2016 Input File Name: 16-601 Nase Residence.ridx

Table with 20 columns: 01-20. Includes Project Name, Calculation Description, Project Location, City, Zip Code, Climate Zone, Building Type, Project Scope, Total Cond. Floor Area, Stab Area, Addition Cond. Floor Area, Addition Stab Area.

Table with 2 columns: 01-03. Compliance Results: 01 Building Complies with Computer Performance, 02 This building incorporates features that require field testing and/or verification by a certified HERS rater, 03 This building incorporates one or more Special Features shown below.

Table with 5 columns: 04-08. Energy Use Summary: Energy Use (kTDW/yr), Space Heating, Space Cooling, IAQ Ventilation, Water Heating, Photovoltaic Offset, Compliance Energy Total.

Registration Number: 216-N0467181A-00000000-0000 Registration Date/Time: 2016-12-19 08:47:58 HERS Provider: CaCERTS inc. CA Building Energy Efficiency Standards - 2013 Residential Compliance Report Version - CF1R-03112016-433 Report Generated at: 2016-12-19 08:44:49

CERTIFICATE OF COMPLIANCE - RESIDENTIAL PERFORMANCE COMPLIANCE METHOD

Project Name: Nase Residence Calculation Date/Time: 08:44, Mon, Dec 19, 2016 Input File Name: 16-601 Nase Residence.ridx

Table with 8 columns: 01-08. Opaque Surfaces: Name, Zone, Construction, Azimuth, Orientation, Gross Area, Window & Door Area, Tilt.

Table with 11 columns: 01-11. Opaque Surfaces - Cathedral Ceilings: Name, Zone, Type, Orientation, Area, Skylight Area, Roof Rise, Roof Pitch, Roof Tilt, Roof Reflectance, Roof Emittance, Framing Factor.

Table with 10 columns: 01-10. Windows: Name, Type, Surface, Width, Height, Multiplier, Area, U-factor, SHGC, Exterior Shading.

Registration Number: 216-N0467181A-00000000-0000 Registration Date/Time: 2016-12-19 08:47:58 HERS Provider: CaCERTS inc. CA Building Energy Efficiency Standards - 2013 Residential Compliance Report Version - CF1R-03112016-433 Report Generated at: 2016-12-19 08:44:49

CERTIFICATE OF COMPLIANCE - RESIDENTIAL PERFORMANCE COMPLIANCE METHOD

Project Name: Nase Residence Calculation Date/Time: 08:44, Mon, Dec 19, 2016 Input File Name: 16-601 Nase Residence.ridx

REQUIRED SPECIAL FEATURES: The following are features that must be installed as condition for meeting the modeled energy performance for this computer analysis.

HERS FEATURE SUMMARY: The following is a summary of the features that must be field-verified by a certified HERS Rater as a condition for meeting the modeled energy performance for this computer analysis.

ENERGY DESIGN RATING: This is the sum of the annual TDV energy consumption for energy use components included in the performance compliance approach for the Standard Design Building (Energy Budget) and the annual TDV energy consumption for lighting and components not regulated by Title 24, Part 6.

Table with 5 columns: Reference Energy Use, Energy Design Rating, Margin, Percent Improvement. Total Energy (kTDW/yr): 68.84, Energy Design Rating: 66.78, Margin: 2.06, Percent Improvement: 3.0%.

Table with 7 columns: 01-07. Building - Features Information: Project Name, Conditioned Floor Area, Number of Dwelling Units, Number of Bedrooms, Number of Zones, Number of Ventilation Cooling Systems, Number of Water Heating Systems.

Table with 7 columns: 01-07. Zone Information: Zone Name, Zone Type, HVAC System Name, Zone Floor Area, Avg. Ceiling Height, Water Heating System 1, Water Heating System 2.

Registration Number: 216-N0467181A-00000000-0000 Registration Date/Time: 2016-12-19 08:47:58 HERS Provider: CaCERTS inc. CA Building Energy Efficiency Standards - 2013 Residential Compliance Report Version - CF1R-03112016-433 Report Generated at: 2016-12-19 08:44:49

CERTIFICATE OF COMPLIANCE - RESIDENTIAL PERFORMANCE COMPLIANCE METHOD

Project Name: Nase Residence Calculation Date/Time: 08:44, Mon, Dec 19, 2016 Input File Name: 16-601 Nase Residence.ridx

Table with 4 columns: 01-04. Doors: Name, Side of Building, Area, U-factor.

Table with 14 columns: 01-14. Overhangs and Fins: Window, Depth, Dist Up, Left Extent, Right Extent, Flap Ht., Depth, Top Up, Dist L, Bot Up, Depth, Top Up, Dist R, Bot Up.

Table with 7 columns: 01-07. Opaque Surface Constructions: Construction Name, Surface Type, Construction Type, Framing, Total Cavity R-value, Winter Design U-value, Assembly Layers.

Table with 7 columns: 01-07. Slab Floors: Name, Zone, Area, Perimeter, Edge Insul. R-value & Depth, Carpeted Fraction, Heated.

Registration Number: 216-N0467181A-00000000-0000 Registration Date/Time: 2016-12-19 08:47:58 HERS Provider: CaCERTS inc. CA Building Energy Efficiency Standards - 2013 Residential Compliance Report Version - CF1R-03112016-433 Report Generated at: 2016-12-19 08:44:49

REVISIONS: BY:

MONTEREY ENERGY GROUP Consulting Mechanical Engineering 26465 Carmel Rancho Blvd., Suite 8, Carmel, CA 93923 831-372-8328 VOICE 831-359-4173 FAX www.montereyenergygroup.com cal@meq4.com

NASE RESIDENCE 1412 LISBON LANE PEBBLE BEACH, CA. 93953

ENERGY COMPLIANCE

DATE: 12/19/16 SCALE: AS NOTED DRAWN: MEG CHECKED: CHECKED: FILE NAME: SHEET: MO.3 SHEET OF SHEETS

THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL, ETC. FOR WHICH THEY WERE PREPARED. PUBLICATION, THEFT, REPRODUCTION OR PUBLICATION BY ANY MEANS, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THESE DRAWINGS AND SPECIFICATIONS REMAINS WITH THE ENGINEER WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE DRAWINGS AND SPECIFICATIONS SHALL CONSTITUTE AWAIR FACIL EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS. MONTEREY ENERGY GROUP, INC.

**CERTIFICATE OF COMPLIANCE - RESIDENTIAL PERFORMANCE COMPLIANCE METHOD** CF1R-PRF-01  
Page 5 of 7

Project Name: Nase Residence Calculation Date/Time: 08:44, Mon, Dec 19, 2016  
 Calculation Description: Title 24 Analysis Input File Name: 16-601 Nase Residence.rbdx

BUILDING ENVELOPE - HERS VERIFICATION					
01	02	03	04	05	06
Quality Insulation Installation (QII)	Quality Installation of Spray Foam Insulation	Building Envelope Air Leakage	CFM50		
Not Required	Not Required	Not Required	---		

WATER HEATING SYSTEMS					
01	02	03	04	05	06
Name	System Type	Distribution Type	Water Heater	Number of Heaters	Solar Fraction (%)
DHW Sys 1 - 1/1	DHW	Recirculation, Demand Control Push Button	DHW Heater 1	1	0%

WATER HEATERS							
01	02	03	04	05	06	07	08
Name	Heater Element Type	Tank Type	Tank Volume (gall)	Energy Factor or Efficiency	Input Rating	Tank Exterior Insulation R-value	Standby Loss (Fraction)
DHW Heater 1	Natural Gas	Large Storage	80	0.95	130000-Btu/hr	0	0.01

WATER HEATING - HERS VERIFICATION						
01	02	03	04	05	06	07
Name	Pipe Insulation	Parallel Piping	Compact Distribution	Point-of Use	Recirculation Control	Central DHW Distribution
DHW Sys 1 - 1/1	---	---	---	---	---	---

SPACE CONDITIONING SYSTEMS					
01	02	03	04	05	06
SC Sys Name	System Type	Heating Unit Name	Cooling Unit Name	Fan Name	Distribution Name
Radiant Floor Heating1	Other Heating and Cooling System	Heating Component 1	---	None	None
Radiant Floor Heating1	Other Heating and Cooling System	---	Cooling Component 1	None	None

Registration Number: 216-N0467181A-00000000-0000 Registration Date/Time: 2016-12-19 08:47:58 HERS Provider: CalCERTS inc.  
 CA Building Energy Efficiency Standards - 2013 Residential Compliance Report Version - CF1R-03112016-433 Report Generated at: 2016-12-19 08:44:49

**CERTIFICATE OF COMPLIANCE - RESIDENTIAL PERFORMANCE COMPLIANCE METHOD** CF1R-PRF-01  
Page 7 of 7

Project Name: Nase Residence Calculation Date/Time: 08:44, Mon, Dec 19, 2016  
 Calculation Description: Title 24 Analysis Input File Name: 16-601 Nase Residence.rbdx

**DOCUMENTATION AUTHOR'S DECLARATION STATEMENT**

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name: David Knight Documentation Author Signature: *David Knight*

Company: Monterey Energy Group Signature Date: 2016-12-19 08:47:11

Address: 26465 Carmel Rancho Blvd. #8 CEA/HERS Certification Identification (if applicable): R13-13-10018

City/State/Zip: Carmel, CA 93923 Phone: 831-250-0323

**RESPONSIBLE PERSON'S DECLARATION STATEMENT**

I certify the following under penalty of perjury, under the laws of the State of California:

- I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design identified on this Certificate of Compliance.
- I certify that the energy features and performance specifications identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
- The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.

Responsible Designer Name: David Knight Responsible Designer Signature: *David Knight*

Company: Monterey Energy Group Date Signed: 2016-12-19 08:47:58

Address: 26465 Carmel Rancho Blvd. #8 License: R13-13-10018

City/State/Zip: Carmel, CA 93923 Phone: 831-250-0323

Registration Number: 216-N0467181A-00000000-0000 Registration Date/Time: 2016-12-19 08:47:58 HERS Provider: CalCERTS inc.  
 CA Building Energy Efficiency Standards - 2013 Residential Compliance Report Version - CF1R-03112016-433 Report Generated at: 2016-12-19 08:44:49

**CERTIFICATE OF COMPLIANCE - RESIDENTIAL PERFORMANCE COMPLIANCE METHOD** CF1R-PRF-01  
Page 6 of 7

Project Name: Nase Residence Calculation Date/Time: 08:44, Mon, Dec 19, 2016  
 Calculation Description: Title 24 Analysis Input File Name: 16-601 Nase Residence.rbdx

HVAC - HEATING UNIT TYPES		
01	02	03
Name	Type	Efficiency
Heating Component 1	CombHydro - Combined hydronic space and water heating	95 AFUE

HVAC - COOLING UNIT TYPES						
01	02	03	04	05	06	07
Name	System Type	EER	SEER	Zonally Controlled	Multi-speed Compressor	HERS Verification
Cooling Component 1	NoCooling	---	---	---	---	---

IAQ (Indoor Air Quality) FANS					
01	02	03	04	05	06
Dwelling Unit	IAQ CFM	IAQ Watts/CFM	IAQ Fan Type	IAQ Recovery Effectiveness(%)	HERS Verification
SFam IAQVentRpt	74.085	0.25	Default	0	Required

Registration Number: 216-N0467181A-00000000-0000 Registration Date/Time: 2016-12-19 08:47:58 HERS Provider: CalCERTS inc.  
 CA Building Energy Efficiency Standards - 2013 Residential Compliance Report Version - CF1R-03112016-433 Report Generated at: 2016-12-19 08:44:49

REVISIONS:	BY:

**MONTEREY ENERGY GROUP**  
 Consulting Mechanical Engineering  
 26465 Carmel Rancho Blvd. Suite 8, Carmel, CA 93923  
 831-372-8328 VOICE www.montereyenergygroup.com  
 831-359-4173 FAX cal@meg4.com

NASE  
RESIDENCE

1412 LISBON LANE  
PEBBLE BEACH, CA. 93953

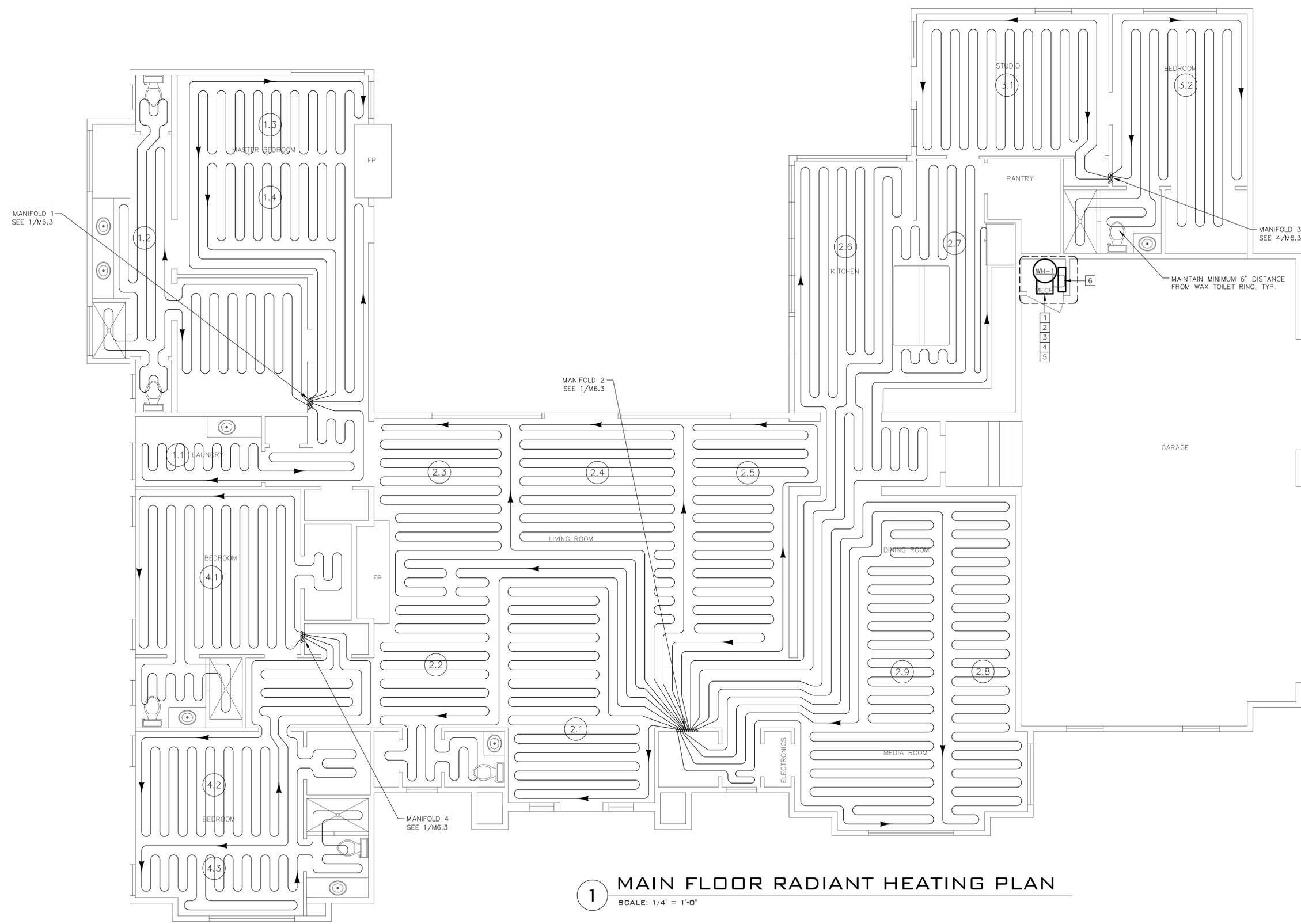
ENERGY COMPLIANCE

DATE: 12/19/16  
 SCALE: AS NOTED  
 DRAWN: MEG  
 CHECKED:  
 FILE NAME:  
 SHEET:  
MO.4  
 SHEET OF SHEETS

THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL, ETC. FOR WHICH THEY WERE PREPARED. PUBLICATION, THEREOF, IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION BY ANY MEANS, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THESE DRAWINGS AND SPECIFICATIONS REMAINS WITH THE ENGINEER WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE DRAWINGS AND SPECIFICATIONS SHALL CONSTITUTE AWAIR FACK EVIDENCE OF THE ACCEPTANCE OF THESE RESTRICTIONS. MONTEREY ENERGY GROUP, INC.

### SHEET NOTES

- 1 HEAT SOURCE AND CONTROLS COORD EXACT LOCATION OF EQUIPMENT WITH ARCHITECT AND ALL TRADES BEFORE INSTALLATION OR ORDERING EQUIPMENT.
- 2 PROVIDE A MEANS OF DISCONNECT ADJACENT TO AND WITHIN SITE OF THE EQUIPMENT PER 2013 CMC 309.0 AND A 120V RECEPTACLE WITHIN 25' OF EQUIPMENT, NOT CONNECTED TO THE DISCONNECT.
- 3 NOTE: PROVIDE MANUFACTURER'S INSTALLATION SPECIFICATIONS AND REQUIREMENTS ON SITE FOR FIELD INSPECTION
- 4 PRESSURE RELIEF AND BACKFLOW PREVENTER FOR WATER HEATER PER 2013 CPC 608.5
- 5 HEAT SOURCE VENT PIPING AND TERMINATION TO BE DETERMINED PER OPTIONS ON HEAT SOURCE VENTING SHEET. COORD WITH GENERAL AND PROPOSE OPTIONS TO BE APPROVED BY OWNER AND ARCHITECT.
- 6 PROVIDE WALL OR FLOOR SINK (INDIRECT WASTE) FOR WATER HEATER CONDENSATE REMOVAL AND PRESSURE RELIEF



**1 MAIN FLOOR RADIANT HEATING PLAN**  
SCALE: 1/4" = 1'-0"

REVISIONS:	BY:

**MONTEREY ENERGY GROUP**  
 Consulting Mechanical Engineering  
 26465 Carmel Rancho Blvd. Suite 8, Carmel, CA 93923  
 831-372-8328 VOICE  
 831-359-4173 FAX  
 www.montereyenergygroup.com  
 cal@meg4.com

**NASE RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA. 93953

MAIN FLOOR RADIANT  
 HEATING PLAN

DATE:	12/19/16
SCALE:	AS NOTED
DRAWN:	MEG
CHECKED:	
FILE NAME:	
SHEET:	M2.1
SHEET OF SHEETS	

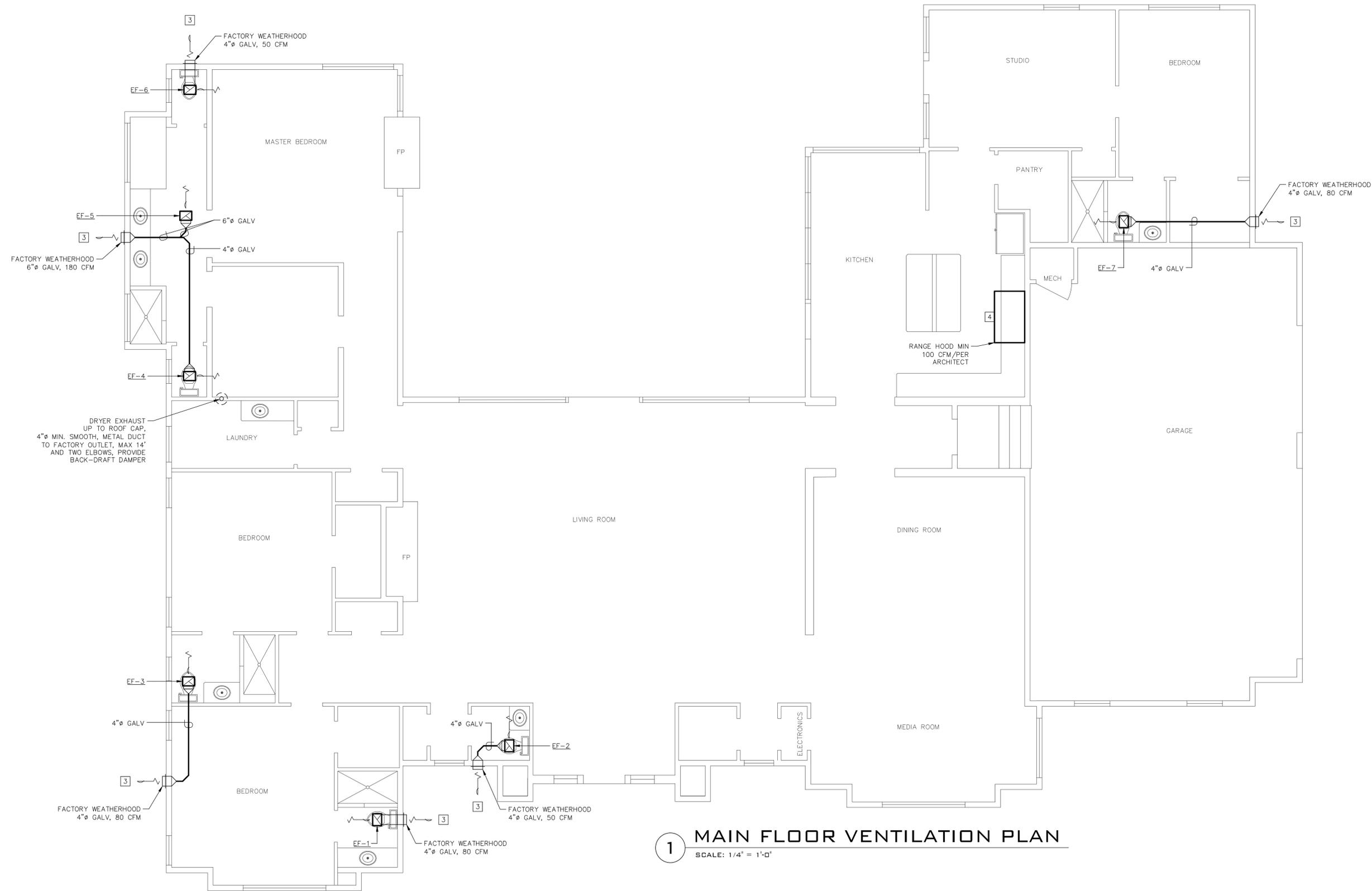
THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL, BIDDING OR WHICH THEY WERE PREPARED. REPRODUCTION OR PUBLICATION IN WHOLE OR IN PART IS PROHIBITED.

### ASHRAE 62.2 VENTILATION

WHOLE HOUSE VENTILATION PROVIDED BY CONTINUOUSLY OPERATED BATH FANS PER ASHRAE 62.2. SEE FAN SCHEDULE ON M0.1 FOR CONTINUOUS EXHAUST VENTILATION RATES. SEE T24 ON M0.\_\_\_\_ FOR CONTINUOUS EXHAUST VENTILATION CALCULATION.

### SHEET NOTES

- 1 CONTRACTOR SHALL LABEL WHOLE HOUSE VENTILATION SYSTEM AND PROVIDE INSTRUCTIONS ON ITS USE.
- 2 CONTRACTOR SHALL HAVE A COMPLETED FORM CF2R-MCH-27-H ON-SITE AT THE TIME OF INSPECTION.
- 3 ALL EXHAUST OUTLETS SHALL MAINTAIN A MIN. 3' CLEARANCE FROM ANY OPERABLE OPENING.
- 4 RANGE HOOD SHALL VENT TO THE OUTSIDE PER MANUFACTURER'S REQUIREMENTS. RANGE HOOD ABOVE 400 CFM SHALL REQUIRE MAKE UP AIR. CONFIRM RANGE HOOD SPECIFICATION.



**1 MAIN FLOOR VENTILATION PLAN**  
 SCALE: 1/4" = 1'-0"

REVISIONS:	BY:

**MONTEREY ENERGY GROUP**  
 Consulting Mechanical Engineering  
 26465 Carmel Rancho Blvd, Suite 8, Carmel, CA 93923  
 831-372-8328 VOICE  
 831-359-4173 FAX  
 www.montereyenergygroup.com  
 cal@meg4.com

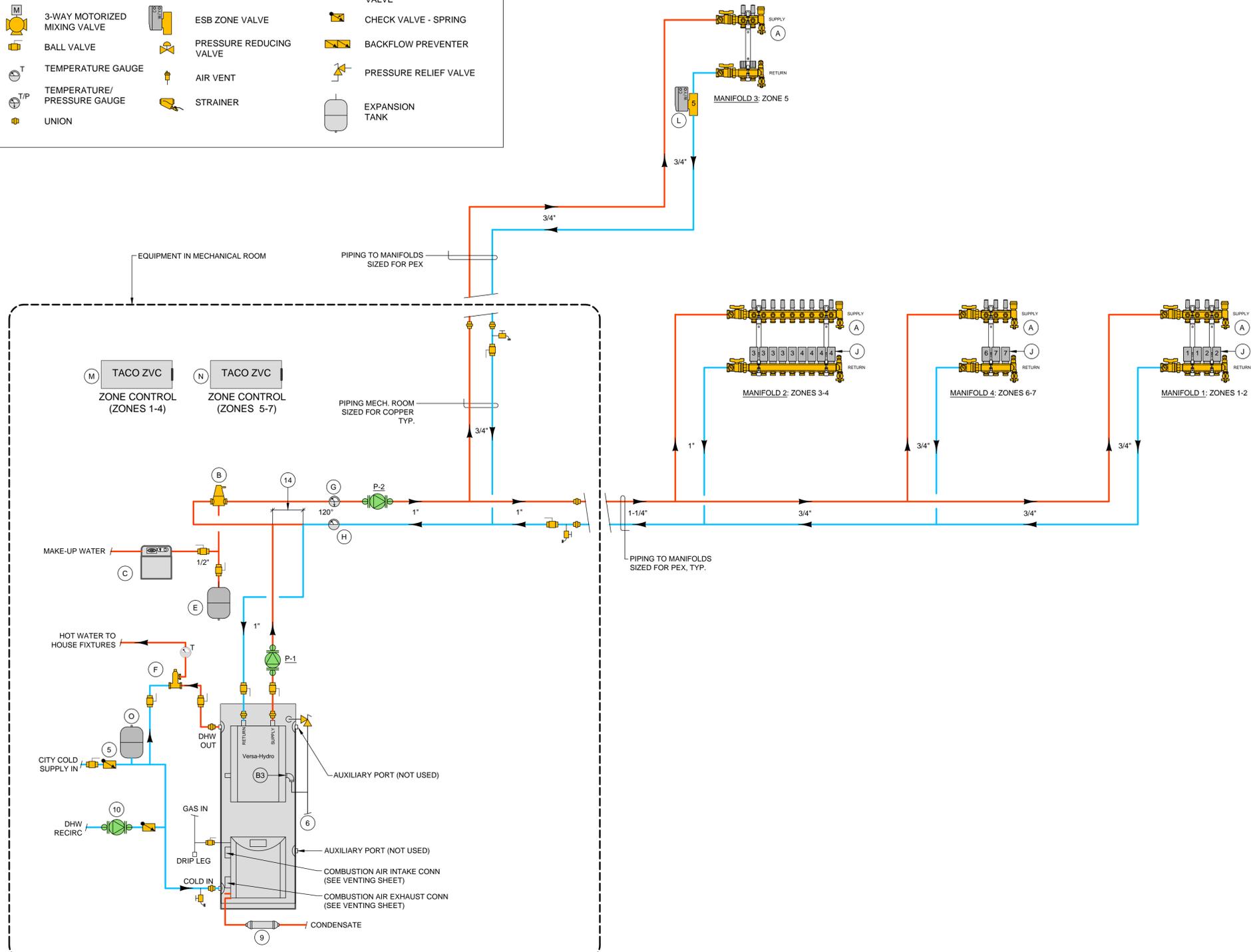
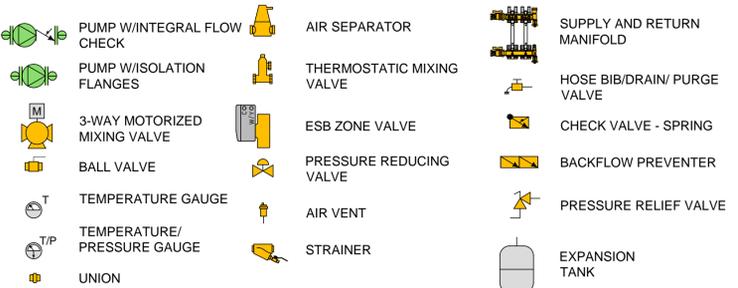
**NASE RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA. 93953

**VENTILATION PLAN**

DATE:	12/19/16
SCALE:	AS NOTED
DRAWN:	MEG
CHECKED:	
FILE NAME:	
SHEET:	<b>M2.2</b>
SHEET OF SHEETS	

THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL, ETC. FOR WHICH THEY WERE PREPARED. PUBLICATION, THEREOF, IN ANY MANNER, IS PROHIBITED. THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL, ETC. FOR WHICH THEY WERE PREPARED. PUBLICATION, THEREOF, IN ANY MANNER, IS PROHIBITED.

**LEGEND**



**WATER HEATING DEVICES**

MARK	KBTUH		FAN		GAS CON.	HW/ CW CON.	WT LBS	AFUE	MANUFACTURER AND MODEL	NOTES
	IN	OUT	V/PH	AMPS						
WH-1	130.0	120.0	120/1	6.3	3/4"	1"	933.0	95.0	HEAT TRANSFER PHE 130-80	B1-B4

**HEAT SOURCE NOTES**  
 B1. Versa-Hydro Combined Hydronic unit is a sealed combustion direct vent unit. See venting sheet for venting options.  
 B2. Attached space heating module includes a flat plate heat exchanger to separate the heating fluid from the domestic source.  
 B3. An internal pressure relief valve within the heating module is provided for the closed loop hydronic side pressure relief.  
 B4. Versa-Hydro shall be mounted min. 18" above finished floor in a garage. Provide protective damage barriers from Autos.

**PUMPS**

MARK	GPM	FT HD	MANUF.	MODEL	MOTOR				NOTES
					HP	V/PH	AMPS	EFF. (%)	
P-1	10	7	TACO	008-F6	1/25	115/1	0.79	NA	P1-P2
P-2	18	22	TACO	VT2218F	NA	110/1	0.67	NA	P1-P2

**PUMP NOTES**  
 P1. Provide minimum 12 pipe diameters upstream of pump inlet. Provide full port isolation shutoff ball valves or iso-flanges at all pumps.  
 P2. A spring or flow check valve shall be installed in place of a pump integral check valve.

**SYSTEM COMPONENTS**

MARK	COMPONENT	MANUF.	MODEL	NOTES
(A)	SUPPLY & RETURN MANIFOLD	WATTS	STAINLESS STEEL	
(B)	AIR ELIMINATOR	TACO	4900 SERIES 49-100	
(C)	MINI SYSTEM FEEDER	AXIOM	MF200	
(E)	EXPANSION TANK	ELBI	XT-30	
(F)	MIXING VALVE	WATTS	N170	(12)
(G)	TEMP/PRESSURE GAUGE	MILJOCO	PB300804	
(H)	TEMPERATURE GAUGE	MILJOCO	B259951-2W	
(J)	TELESTAT	WATTS	-	
(L)	ZONE VALVE	TACO	ZONE SENTRY 2075T2	
(M)	ZONE VALVE CONTROLLER	TACO	ZVC-404-EXP (MASTER)	
(N)	ZONE VALVE CONTROLLER	TACO	ZVC-404-EXP (SLAVE)	
(O)	DHW EXPANSION TANK	ELBI	DXT-18	(11)

**NOTES**

- GENERAL**
- This drawing is conceptual and diagrammatic and does not constitute a complete plan. Installer to supply and install all materials shown on this plan and all others needed to complete this hydronic system. Also, provide any incidental work not shown or specified, which can be reasonable inferred as belonging to the work necessary to provide the complete system.
  - Only qualified Plumbing or Heating technician shall install the heating system.
  - Refer to all manufacturers guidelines pertaining to the installation, protection and maintenance of the hot water source.
- COMPONENTS**
- System shall be tested for 30 min. At 100 psi
  - Verify with local authority having jurisdiction for backflow prevention requirements.
  - Provide pressure relief with direct piping to approved location.
  - Where applicable, swing check valves shall be mounted in an upright position.
  - Where applicable, provide a minimum of 8 pipe diameters of straight pipe upstream of all spring check valves.
  - Condensate removal per UMC and local codes. Optional FM heat riser or if required by local authorities can be made up of lime crystals, marble or phosphate chips that will neutralize the condensate. Never drain condensate that has not been neutralized to cast iron waste piping. Florida condensate pump kit PIN 554200 available from Heat Transfer Products where condensate cannot be drained by gravity with proper slope.
  - Recommend optional TACO On Command System circulation pump with remote sensor capability. Coordinate with plumbing contractor and size based on plumbing design.
  - Verify tank size per plumbing design. WH-18 sized for 8.5 acceptance gallons at 140 gallons of system volume (including tank), 150F max temperature and max 20ft system piping above inlet to tank. See flexcon.com for sizing different than these parameters.
  - Anti-scaud thermostatic mixing valve set to 115F shall be used. Mount mixing valve no higher than 8" above hot water outlet.
- PRIMARY/SECONDARY PIPING**
- See tubing layout for manifold locations. Unless noted, all branches to manifolds shall be 3/4".
  - Secondary piping in a primary/secondary system shall have been plumbed 4 pipe diameters center to center, and shall have a minimum of 8 pipe diameters of straight pipe upstream of first tee.
  - Where not shown, provide ball valves and hose bibs for isolation and purging of primary and/or secondary piping. A purging valve may be used as a substitute for a ball valve/hose bib combination.
  - Unless practicality does not permit, all secondary piping shall be plumbed such that the risers go down from an overhead primary circuit.
- SUBSTITUTIONS**
- Installer shall obtain authorization from the owner and design team for "Or Equal" substitutions on heating system components "Or equal" substitutions constitute components that are of equal quality and workmanship to those specified. Where possible components shall be of a single manufacturer and shall have approved ratings of all applicable agencies (UL, IAPMO, ASME, etc.). Boiler substitutions shall be of the modulating condensing type with direct vent combustion and minimum efficiencies and outputs of that specified.
- Approved Manufacturer Substitutions:  
 Manifolds - Shall be compatible with approved PEX and/or PEX-AL-PEX Systems.  
 Pumps - Grundfos, B&G, Laing, Wilo  
 Expansion Tanks - Amtrol, Ebi, Flexcon  
 Components (Valves, etc.) - Watts, Niloco, Caleffi
- AIR FOR COMBUSTION AND GAS LINES**
- See venting sheet for venting requirements.
  - All routing of gas line piping shall be based on the Chapter 7 of the 2013 California Plumbing Code and Chapter 13 of the 2013 California Mechanical Code. Piping shall be new, standard weight wrought iron or steel (exterior only galvanized or black), with malleable iron fittings. Approved PE (Polyethylene) pipe may be used in exterior buried piping systems.

**1 HEATING SYSTEM PIPING SCHEMATIC-VERSA-HYDRO COMBINATION HEATING AND DHW**  
 NOT TO SCALE

REVISIONS: BY:

**MONTEREY ENERGY GROUP**  
 Consulting Mechanical Engineering  
 26465 Carmel Rancho Blvd, Suite 8, Carmel, CA 93923  
 www.montereyenergygroup.com  
 831-372-8328 VOICE  
 831-359-4173 FAX

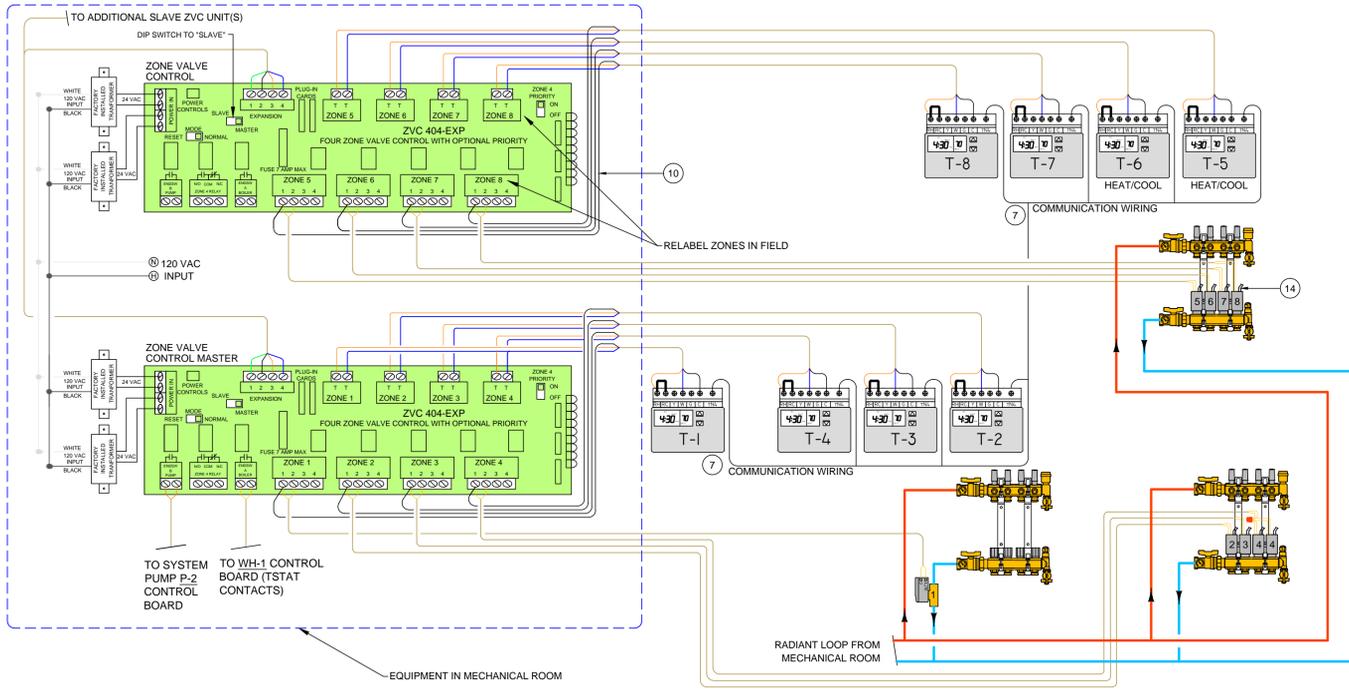
**NASE RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA. 93953

PIPING SCHEMATIC

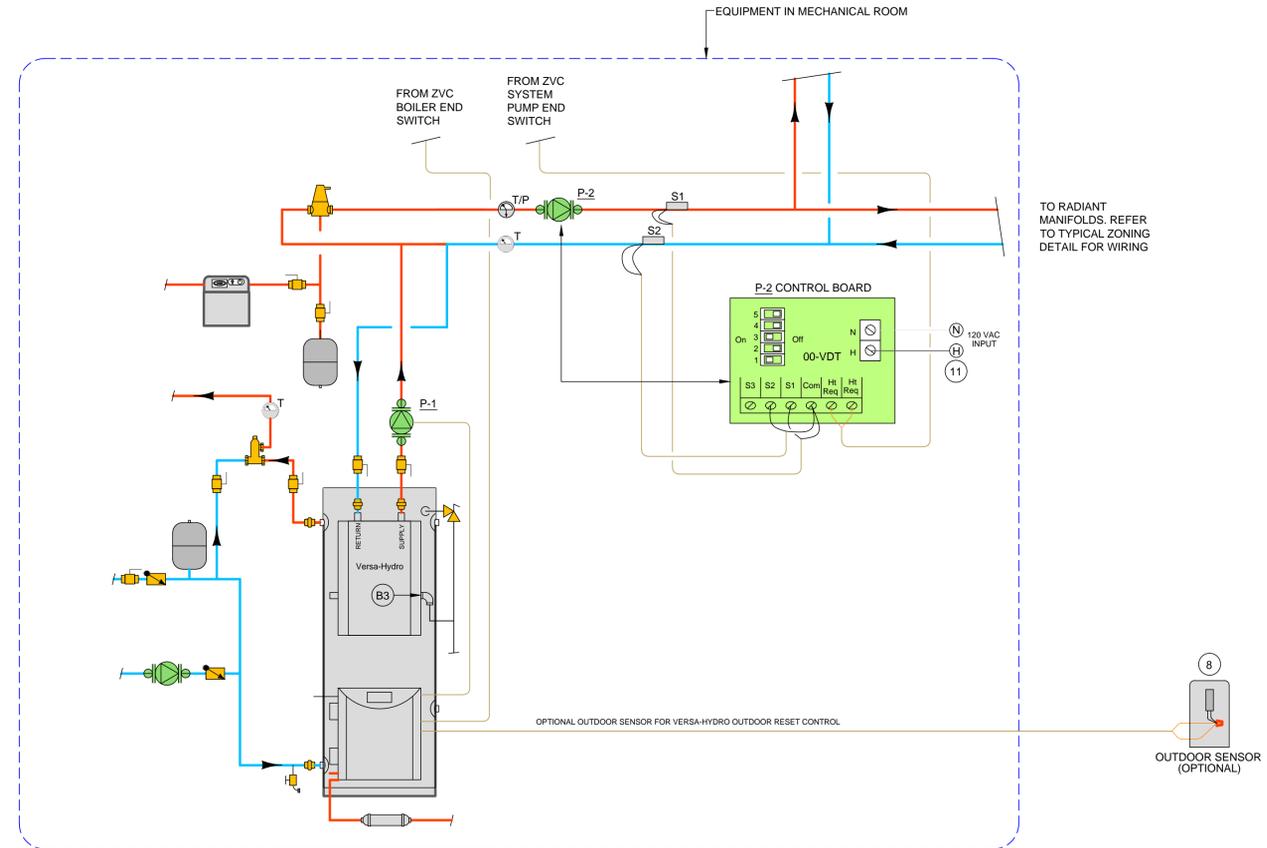
DATE: 12/19/16  
 SCALE: AS NOTED  
 DRAWN: MEG  
 CHECKED:  
 FILE NAME:  
 SHEET: M6.1  
 SHEET OF SHEETS

THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL, ETC. FOR WHICH THEY WERE PREPARED. PUBLICATION, THEFT, OR REPRODUCTION IN WHOLE OR IN PART, IS PROHIBITED. MONTEREY ENERGY GROUP, INC.

**\*NOTE: THIS DETAIL IS A TYPICAL WIRING EXAMPLE AND DOES NOT REPRESENT THE EXACT WIRING CONFIGURATION PERTAINING TO THIS PROJECT. REFER TO PIPING SCHEMATIC FOR EXACT ZONE CONTROLLERS, THERMOSTATS AND ZONING REQUIRED.**



**1 TYPICAL WIRING EXAMPLE FOR ZONE CONTROLLERS\***  
NOT TO SCALE



**2 HEATING SYSTEM CONTROLS SCHEMATIC-VERSA-HYDRO COMBINATION HEATING AND DHW**  
NOT TO SCALE

**NOTES**

- GENERAL**
- This drawing is conceptual and diagrammatic and does not constitute a complete plan. Installer to supply and install all materials shown on this plan and all others needed to complete this hydronic system. Also, provide any incidental work not shown or specified, which can be reasonably inferred as belonging to the work necessary to provide the complete system.
  - Only qualified Plumbing or Heating technician shall install the heating system.
  - Refer to all manufactures guidelines pertaining to the installation, protection and maintenance of the heat source.
- SUBSTITUTIONS**
- Installer shall obtain authorization from the owner and design team for "Or Equal" substitutions on heating system components. "Or equal" substitutions constitute components that are of equal quality and workmanship to those specified. Where possible components shall be of a single manufacturer and shall have approved ratings of all applicable agencies (UL, IAPMO, ASME, etc.)
- CONTROLS**
- Outdoor reset (if used) and DHW temperature control per Versa-Hydro control system. Refer to Versa-Hydro design manual for wiring.
  - Control systems shall be complete, tested and fully operational prior to system balancing.
  - Thermostats shall be programmable setback type, low voltage hard wire with battery backup and min 5 day programmable, 2 time period function. For installations with six or more thermostats, communicating type thermostats such as Telemart4 are recommended.
  - Outdoor sensors should be placed in free air away from direct sunlight or other heat sources (preferably the north side of the building).
  - Indoor air sensors shall be placed at approximately the 5' level on an interior wall out of direct sunlight unless otherwise specified by the manufacturer.
  - For battery powered Thermostats 3rd wire (common) is not used.
  - Ground Wires not shown for clarity. Ground all circuits per NEC and local code. Refer to manufactures wiring guides.
  - Telestats shall be 24 V actuated compatible with approved manifolds. End switch wires (2) on 4-wire telestats typically not used, typ.
- SEQUENCE OF OPERATION**
- A call for heating from any thermostat to the ZVC control shall open the matched zone valve, telestats or group of telestats via the ZVC zone controller.
  - The master ZVC controller engages the variable speed pump P-2 when there is a call for heat. P-2 delivers flow to the system based on temperature drop at sensors S1 and S2. P-2 shall be set to 19° F delta T temperature drop.
  - The boiler and switch on the ZVC controller shall activate Versa-Hydro internal sequence control. See Versa-Hydro controls installation manual for a detailed sequence of operation. Leaking water stoppins and optional outdoor reset control shall be programmed based on radiant system design temperatures in the Detail Design Summary.

**LEGEND**

- |  |                              |  |  |
|--|------------------------------|--|--|
|  | PUMP W/INTEGRAL FLOW CHECK   |  | AIR SEPARATOR                                  |
|  | PUMP W/ISOLATION FLANGES     |  | THERMOSTATIC MIXING VALVE                      |
|  | 3-WAY MOTORIZED MIXING VALVE |  | ESB ZONE VALVE                                 |
|  | BALL VALVE                   |  | PRESSURE REDUCING VALVE                        |
|  | TEMPERATURE GAUGE            |  | AIR VENT                                       |
|  | TEMPERATURE/PRESSURE GAUGE   |  | STRAINER                                       |
|  | UNION                        |  |  |
|  | SUPPLY AND RETURN MANIFOLD   |  | 120 V  |
|  | HOSE BIB/DRAIN/PURGE VALVE   |  | 18 GAUGE RELAY/THERMOSTAT WIRE (2-8 CONDUCTOR) |
|  | CHECK VALVE - SPRING         |  |  |
|  | BACKFLOW PREVENTER           |  |  |
|  | PRESSURE RELIEF VALVE        |  |  |
|  | EXPANSION TANK               |  |  |

REVISIONS:	BY:

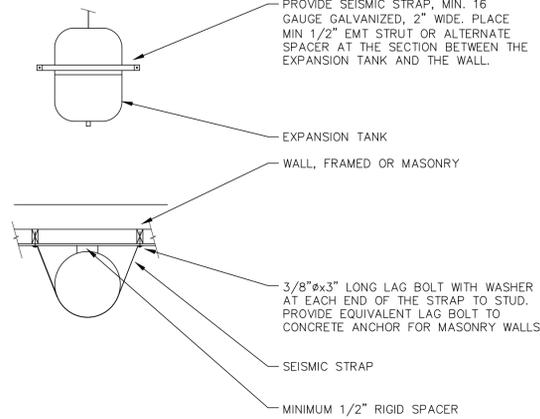
**MONTEREY ENERGY GROUP**  
 Consulting Mechanical Engineering  
 26465 Carmel Rancho Blvd, Suite 8, Carmel, CA 93923  
 831-372-8328 VOICE  
 831-359-4173 FAX  
 www.montereyenergygroup.com  
 cal@meg4.com

**NASE RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA. 93953

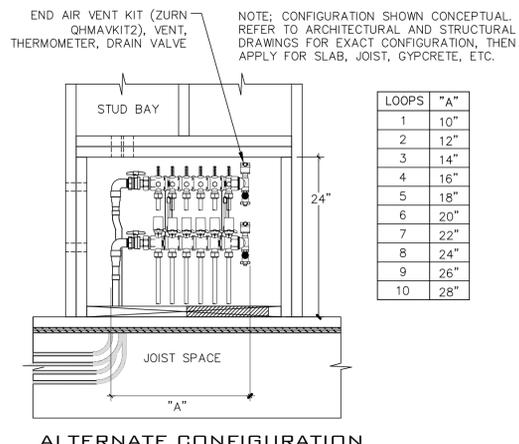
**CONTROLS SCHEMATIC**

DATE:	12/19/16
SCALE:	AS NOTED
DRAWN:	MEG
CHECKED:	
FILE NAME:	
SHEET:	M6.2
SHEET OF SHEETS	

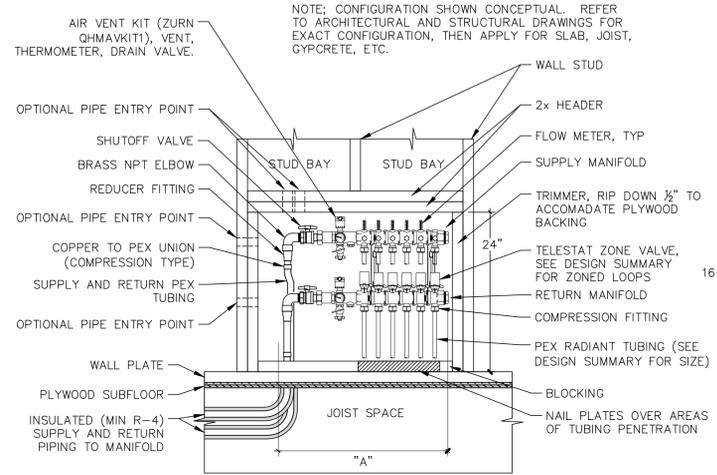
THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL, ETC. FOR WHICH THEY WERE PREPARED. PUBLICATION, THEREOF, IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION BY ANY MEANS, IN WHOLE OR IN PART, IS PROHIBITED.



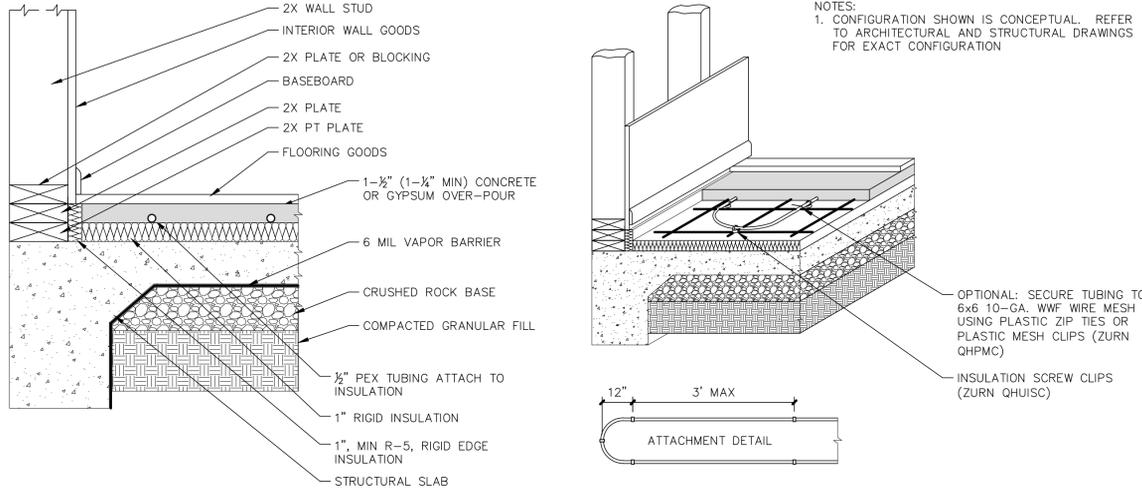
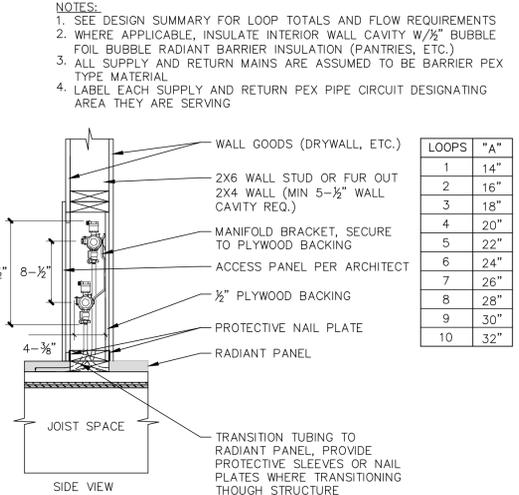
**3 EXPANSION TANK BRACING**  
SCALE: NONE



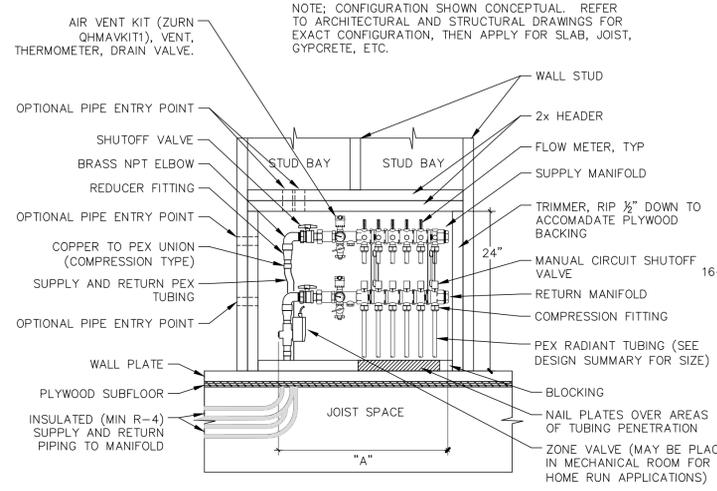
**2 ALTERNATE CONFIGURATION MANIFOLD INSTALLATION**  
SCALE: NONE



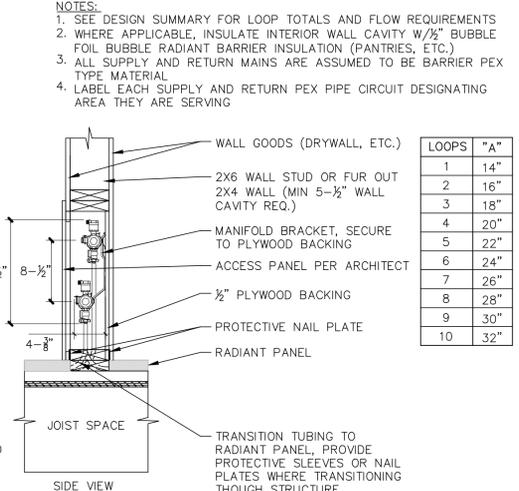
**1 MANIFOLD INSTALLATION - MULTI ZONE MANIFOLD**  
SCALE: NONE



**5 RADIANT APPLICATION - GYPSUM/THIN SLAB OVER STRUCTURAL SLAB**  
SCALE: NONE



**4 MANIFOLD INSTALLATION - SINGLE ZONE MANIFOLD**  
SCALE: NONE



REVISIONS:	BY:

**MONTEREY ENERGY GROUP**  
 Consulting Mechanical Engineering  
 26465 Carmel Rancho Blvd. Suite 8, Carmel, CA 93923  
 www.montereyenergygroup.com  
 831-372-8328 VOICE  
 831-359-4173 FAX  
 cal@meeg.com

**NASE RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA. 93953

DETAILS

DATE:	12/19/16
SCALE:	AS NOTED
DRAWN:	MEG
CHECKED:	
FILE NAME:	
SHEET:	M6.3
SHEET OF SHEETS	

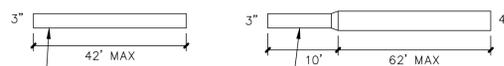
THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS LIMITED TO THE ORIGINAL INTENT FOR WHICH THEY WERE PREPARED. PUBLICATION, REPRODUCTION OR ANY OTHER USE WITHOUT THE WRITTEN PERMISSION OF MONTEREY ENERGY GROUP, INC. IS PROHIBITED.

## COMPUTING TOTAL COMBINED VENT LENGTH

### NOTES:

- ALL MAXIMUM VENTING LENGTHS INCLUDE INTAKE PIPE, EXHAUST PIPE, AND FITTINGS ADDED TOGETHER. MINIMUM COMBINED OPERATION VENT LENGTH REQUIREMENT FOR ANY VERSA-HYDRO IS THE EQUIVALENT OF 6' OF PIPING AND TWO 90° ELBOWS ON INLET AND EXHAUST EACH WAY.
- WHEN INCREASING VENT RUN FROM 3" TO 4", AVOID THE TRANSITION ON A HORIZONTAL RUN TO AVOID CONDENSATE BUILD UP. MAXIMUM ALLOWABLE FITTINGS IN FIRST 10 FEET OF PIPE RUN ON BOTH INTAKE AND EXHAUST FOR 3" SECTIONS IS ONE 90° OR TWO 45° FITTINGS BEFORE ANY INCREASE IN PIPE SIZE. NEVER USE DIFFERENT SIZES FOR INTAKE AND EXHAUST. THE VENT SYSTEM MUST BE BALANCED TO OPERATE PROPERLY.

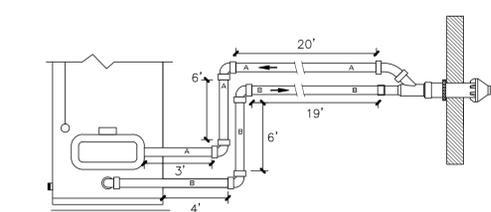
MAXIMUM VENTING LENGTHS ONE WAY, ON EITHER INTAKE OR EXHAUST



6' COMBINED AND TWO 90° FITTINGS MINIMUM IN THIS SECTION

- ONE 3" 90° ELBOW = 5 FEET EQUIVALENT LENGTH
- ONE 3" 90° ELBOW = 3 FEET EQUIVALENT LENGTH
- ONE 4" 90° ELBOW = 3 FEET EQUIVALENT LENGTH
- ONE 4" 90° ELBOW = 1 FOOT EQUIVALENT LENGTH
- ONE CONCENTRIC VENT = 3 FEET EQUIVALENT LENGTH

EXAMPLE: COMPUTING TOTAL COMBINED VENT LENGTH - 3"



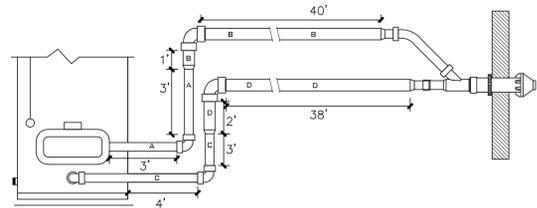
SECTION A  
3'+6'+20'(3" PIPE) + 2X5'(TWO 90°ELBOWS) = 39 EQUIVALENT FEET TOTAL

SECTION B  
4'+6'+19'(3" PIPE) + 2X5'(TWO 90°ELBOWS) = 39 EQUIVALENT FEET TOTAL

ONE 3" V1000 VENT KIT = 3 EQUIVALENT FEET TOTAL

TOTAL EQUIVALENT LENGTH = 81 EQUIVALENT FEET TOTAL

EXAMPLE: COMPUTING TOTAL COMBINED VENT LENGTH - 4"



SECTION A - 3" PIPE  
3'+3'+1X5'(90°ELBOW) = 11 EQUIVALENT FEET TOTAL

SECTION B - 4" PIPE  
1'+40'+1X3'(90°ELBOW) = 44 EQUIVALENT FEET TOTAL

SECTION C - 3" PIPE  
4'+3'+1X5'(90°ELBOW) = 12 EQUIVALENT FEET TOTAL

SECTION D - 4" PIPE  
2'+38'+1X3'(90°ELBOW) = 43 EQUIVALENT FEET TOTAL

ONE 3" V1000 VENT KIT = 3 EQUIVALENT FEET TOTAL

TOTAL EQUIVALENT LENGTH = 93 EQUIVALENT FEET TOTAL

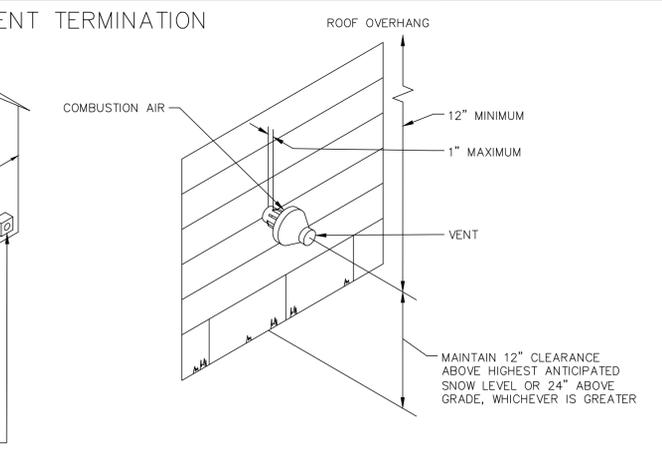
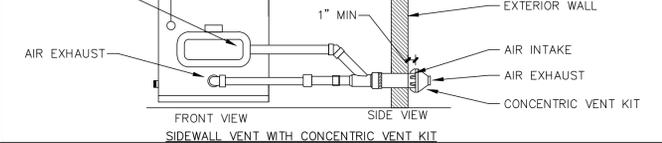
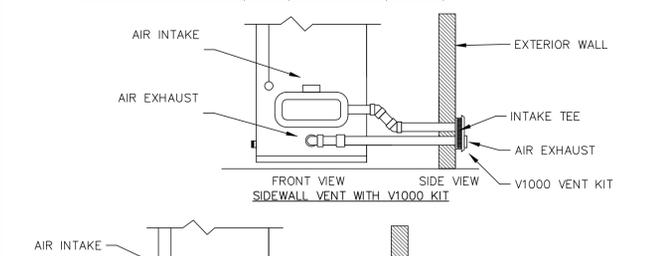
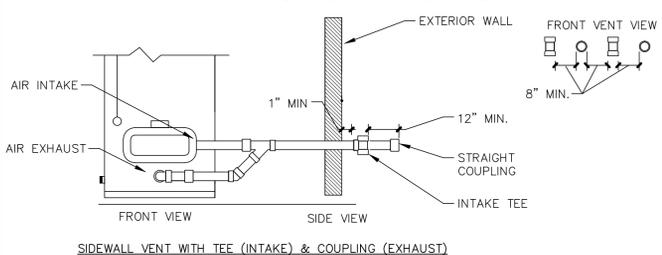
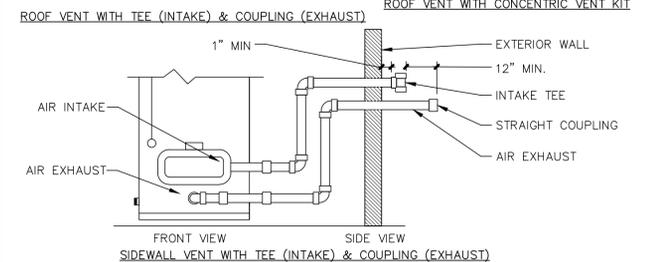
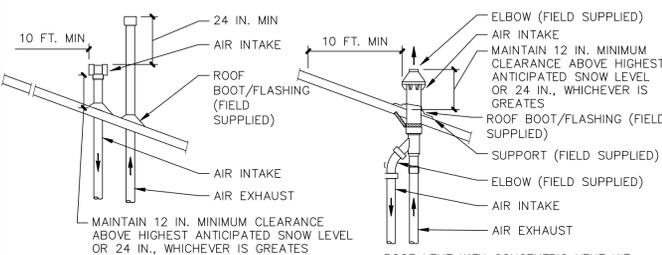
## VENT TERMINATION

### 802.8 Through-the-Wall Vent Termination.

802.8.1 A mechanical draft venting system shall terminate at least three (3) feet (.9 m) above any forced air inlet located within ten (10) feet (3.1 m).

Exception: This provision shall not apply to the combustion-air intake of a direct-vent appliance.

802.8.3 The vent terminal of a direct-vent appliance with an input of 10,000 Btu/h (3 kw) or less shall be located at least six (6) inches (150 mm) from any air opening into a building, and such an appliance with an input over 10,000 Btu/hr (3kw) but not over 50,000 Btu/h (14.7 kw) shall be installed with nine (9) inches (230 mm) vent termination clearance, and an appliance with an input over 50,000 Btu/hr (14.7 kw) shall have at least twelve (12) inches (300 mm) vent termination clearance. The bottom of the vent terminal and the air intake shall be located at least twelve (12) inches (300 mm) above grade.



## VERSA-HYDRO NOTES

### GENERAL NOTE

This sheet is provided as a venting guideline supplement only, to the installation methods of the VERSA-HYDRO product and does not constitute a complete installation guide. Please refer to the "installing, operating and maintaining VERSA-HYDRO high efficiency heater" manual for complete installation guidelines.

### LOCATION

Choose a location for your water heater centralized to the piping system, along with consideration to vent pipe length. As the length of vent pipe increases the firing rate of the appliance decreases. You must also locate the VERSA-HYDRO. Additionally, you will need to place the water heater so that the controls, inlet/outlet, and gas valves are easily accessed. This appliance must not be installed outdoors, as it is certified as an indoor appliance, and must be kept vertical and on a level surface. Also care must be exercised when choosing the location of this appliance, where leakage from the relief valve, leakage from related piping, or leakage from the tank or connections, will not result in damage to the surrounding areas, or to the lower floors to the building. A water heater should always be located in an area with a floor drain or installed in a drain pan suitable for water heaters. Under no circumstances, shall Monterey Energy Group, Inc. be held liable for any such water damage whatsoever.

### INSTALLATION REQUIREMENTS

- Unit must be installed indoors where it will not be exposed to freezing temperatures, along with consideration for electrical, gas connection and venting.
- Support pipe runs per local codes.
- Provide pressure relief valve and condensate removal.
- 120 VAC, 60 Hz, 10 amps electrical connection per manual. #14 AWG with maximum 15 amp breaker. Appliance must be grounded. Check polarity with green LED on main board. A dedicated line on a breaker is strongly recommended.

### GAS SUPPLY

- Verify correct type of gas input on the rating plate.
- Gas supply shall be minimum 7" w.c. and maximum 14" w.c..
- Provide minimum 3/4" diameter gas supply size.
- Provide fabricated drip leg.
- Do not use flex tubing on gas lines.

### VENTING

A. Approved Venting Materials:  
Exhaust Vent in Plastic 3" Pipe Schedule 40 or 80.

- Non Foam Core PVC Pipe
- Non Foam Core CPVC Pipe
- Non Foam Core ABS Pipe

Extending Exhaust Vent in Plastic 4" Pipe Schedule 40 or 80.

- Non Foam Core PVC Pipe
- Non Foam Core CPVC Pipe
- Non Foam Core ABS Pipe

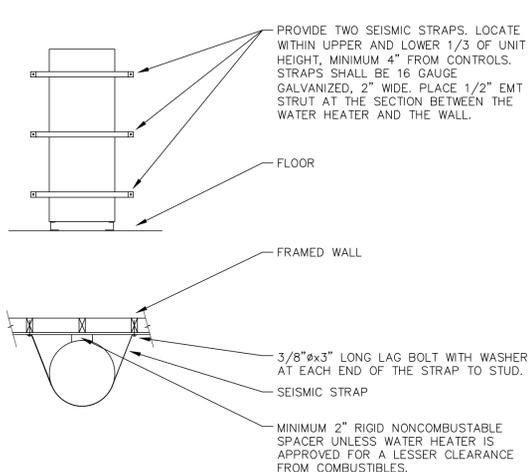
Vent Piping must conform to following:

- PVC Non Foam Core Pipe (Polyvinyl Chloride) to ASTM D-1784 Class 12454-B, Formerly designated Type 1, Grade 1
- CPVC (Chlorinated Polyvinyl Chloride) Class 23447-B, Formerly designated Type IV, Grade 1 conforming to ASTM D-1784
- ABS (AcrylonitrileButadiene-Styrene) Class 3-2-2-2-2 conforming to ASTM D3965

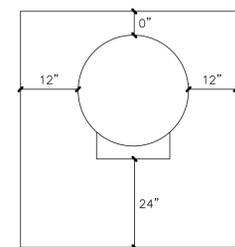
B. Venting the VERSA-HYDRO in 3" Plastic Pipe:

- For inlet air supply, top pipe on the back of the cabinet, use 3" PVC schedule 40. It is very important that you plan the location properly, to eliminate long pipe runs and excessive fittings. Inlet pipe size must not be reduced. Do not combine the inlet air with any other inlet pipe including an inlet to an additional appliance. The joints must be properly cleaned, primed, and cemented. The piping must also be properly supported as per local and national standard plumbing codes. It is important that the piping must be clean and free from burrs, debris, ragged ends, and particles of PVC.

## SEISMIC ANCHORING

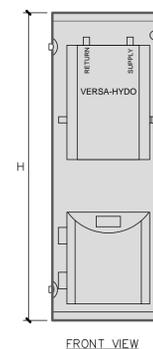


## DIMENSIONS AND SERVICE CLEARANCE



RECOMMENDED SERVICE CLEARANCES

VERSA-HYDRO DIMENSIONS (IN.)			
MODEL	H	W	D
PHE130-55	53"	23"	34"
PHE199-55	53"	23"	34"
PHE130-80	72"	23"	34"
PHE199-80	72"	23"	34"
PHE130-119	74"	27"	37"
PHE199-119	74"	27"	37"



- For concrete construction or to meet certain fire codes, exhaust and inlet piping at the wall penetration must be CPVC schedule 40 or 80, (only to meet local fire codes). The balance from the penetrated wall may be PVC schedule 40 or 80
- Use the same material as used for exhaust in either 3" or 4" Plastic Pipe Cellular Foam Core Pipe may be used for the inlet only. **Never On Exhaust Piping!**
- Exhaust piping should be sloped back to the connection on the VERSA-HYDRO, at least 1/4" per foot to remove additional condensate that forms within the pipe. The total combined length of pipe (intake piping plus exhaust piping added together) including elbow allowances intake and exhaust (each elbow=5' of pipe) should not exceed 85'. The combined vent length should not be less than a combined length of 6 plus two 90-degree elbows. Choose your vent termination locations carefully. You must additionally make certain that exhaust gas does not re-circulate back into the intake pipe. You must place them in an open area, and follow the following guidelines:

- All combustion (intake) air must be taken from the outside of building and all exhaust gases must be vented to the outside of building.
- Do not combine with other appliances.
- Never vent into a walkway or patio area, or an alley, or otherwise public area less than 7' from the ground.
- Never vent over or under a window or over a doorway where the exhaust plume or condensation liquid will cause obtrusive or dangerous conditions. (Or refer to National Fuel Gas Code, CAN B149)
- Never install a heat saver or similar product to capture waste heat from exhaust.
- Always have vent location at least 1' above maximum snow level.
- Always have vent 1' above ground level, away from shrubs and bushes.
- Follow local gas codes in your region or refer to National Fuel Gas Code, or Can B149
- Always have vent at least 3' from an inside corner of outside walls.
- Maintain at least 4' clearance to electric, gas meters, and exhaust fans or kitchen exhausts.
- Very Important! Inlet air must be taken from outside of building, next to exhaust outlet, no closer than 8" and no farther than 36".
- Always place screens in all openings in intake and exhaust to prevent foreign matter from entering the VERSA-HYDRO.
- The vent intake and exhaust must be properly cleaned and glued, for pressure tight joints. See diagrams on this sheet as a guideline and refer to the installation manual: certain site conditions such as multiple roof lines/pitches may require venting modifications-consult factory. The air inlet must be a minimum of 12" vertically above the maximum snow level or 24" which ever is greater. **All venting must be properly supported, as the VERSA-HYDRO is not intended to support any venting whatsoever.** All piping, glue, solvents, cleaners, fittings, and components, must conform to ASTM (American Society for Testing and Materials), and ANSI (American National Standard Institute). It is recommended that you use one of the mentioned vent kits specifically for VERSA-HYDRO installations; either KGAVT061CVT (3 in.) or V1000. **Note: When using the KGAVT061CVT remove the 2 screens from the provided inlet tee and install them in the inlet socket and outlet socket (Y tee connections) of the kit prior to installing the schedule 40 pipe and gluing.**

Longer Vent Using a Combination 3" to 4" Pipe:

- The connection of air inlet and exhaust vent at the boiler must remain 3" and each vent must extend from the boiler a minimum of 15 equivalent feet before transitioning to a 4" vent
- The overall extended maximum length of pipe on the inlet exhaust combined, must not exceed 125 equivalent feet.

### CLEANER/ CEMENT

Cement for all venting must be ALL PURPOSE Cement, and must conform to ASTM D-2564 and F-493, and cleaner for the piping and fittings must conform to ASTM F-656. For joining ABS to PVC, You must use transition green cement listed by NSF and IAPMO and exceeds ASTM D-3138 to make solid liquid tight joints and gas tight joints.

REVISIONS:	BY:

**MONTEREY ENERGY GROUP**  
 Consulting Mechanical Engineering  
 26465 Carmel Rancho Blvd, Suite 8, Carmel, CA 93923  
 831-372-8328 VOICE  
 831-359-4173 FAX  
 www.montereyenergygroup.com  
 info@meg4.com

**NASE**  
**RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA. 93953

**HEAT SOURCE VENTING**  
 DATE: 12/19/16  
 SCALE: AS NOTED  
 DRAWN: MEG  
 CHECKED:  
 CHECKED:  
 FILE NAME:  
 SHEET:  
**M6.4**  
 SHEET OF SHEETS

THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL BUYER FOR WHICH THEY WERE PREPARED. REPRODUCTION, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THESE DRAWINGS AND SPECIFICATIONS HEREBY IS EXPRESSLY LIMITED TO SUCH USE. REPRODUCTION OR PUBLICATION IN ANY MANNER, IN WHOLE OR IN PART, IS PROHIBITED.

**SHEET NOTES**

- PER T-24 SECTION 150.0(N)1D WH LOCATION SIZED AT 200K BTU/HR.

**PLUMBING SPECIFICATIONS**

**A. General Conditions**

- Work Included:  
Fuel gas piping.
- It shall be the contractor's responsibility to visit the project site and acquaint himself with all existing conditions, as well as ascertain the extent of the work involved. By submitting a bid, the contractor shall be deemed to have made such an examination, to have accepted such conditions and to have made all necessary allowances in preparing his proposal.
- All work and materials shall comply with governing codes, safety orders and regulations.
- Plumbing contractor shall deliver to the architect a written one year guarantee on all workmanship, equipment and materials; repair or replace any such defective items during this period.

**B. Utilities and Site Work:**

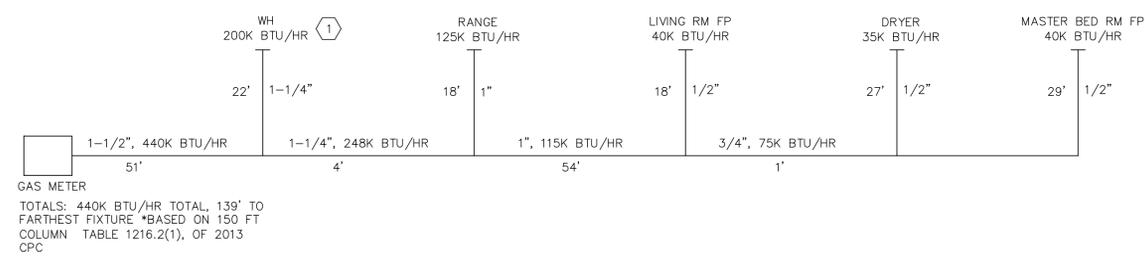
- Prior to commencing work, plumbing contractor shall consult representatives of local utilities concerning locations and availability of utilities. Plumbing contractor shall be responsible for any damage to existing utility lines.
- Plumbing contractor shall reroute any existing utility lines in conflict with new construction.
- Plumbing contractor shall confirm locations and elevations of all existing new and rerouted mains and meters on job record drawings.

**C. Gas Piping:**

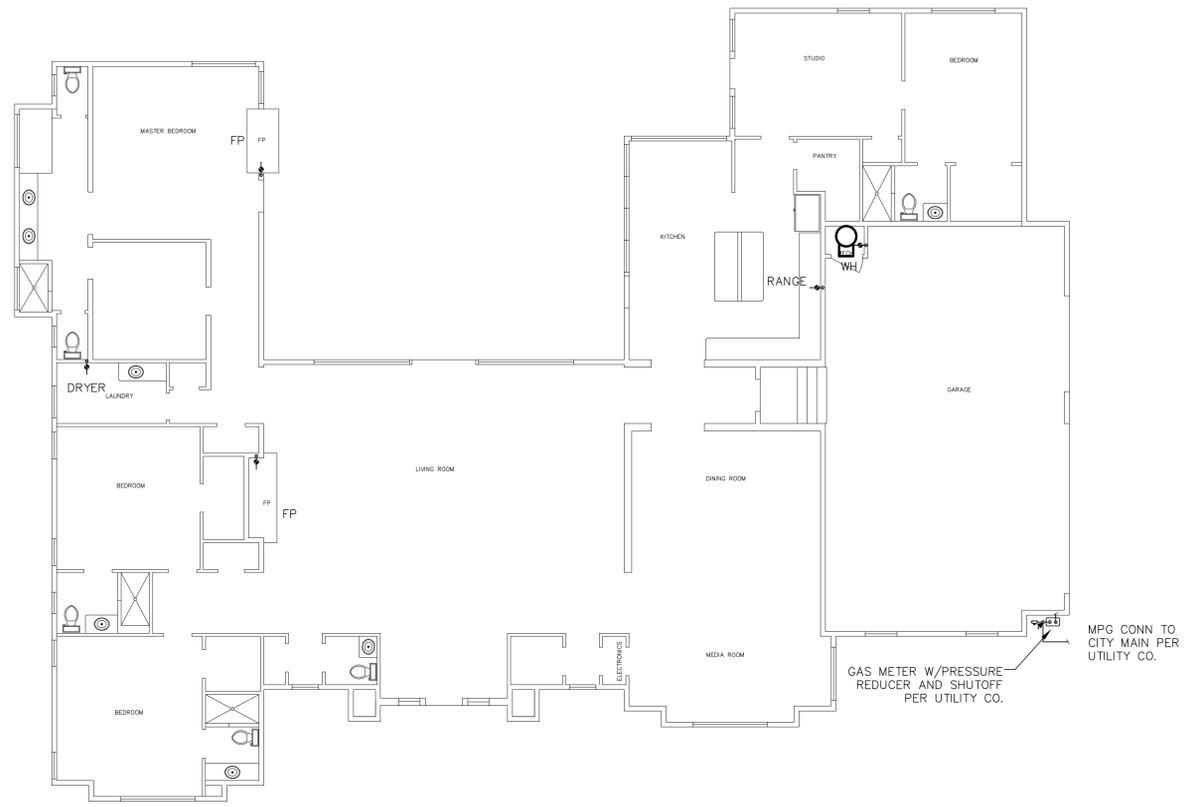
- Underground natural gas piping from meter shall be run in polyethylene pipe with tracer wire.
- Gas piping within house shall be run in black iron pipe with galvanized fittings.
- Threaded joints shall be made up with teflon paste, rector seal #1, teflon tape or other approved joint compound material (Note: no pipe dope shall be applied to female threads).
- All gas piping shall be fully reamed as per UPC.

REVISIONS:	BY:

**MONTEREY ENERGY GROUP**  
 Consulting Mechanical Engineering  
 26465 Carmel Rancho Blvd, Suite 8, Carmel, CA 93923  
 www.montereyenergygroup.com  
 831-372-8328 VOICE  
 831-359-4173 FAX  
 cad@meg4.com

**2 GAS LINE SCHEMATIC**  
SCALE: NONE

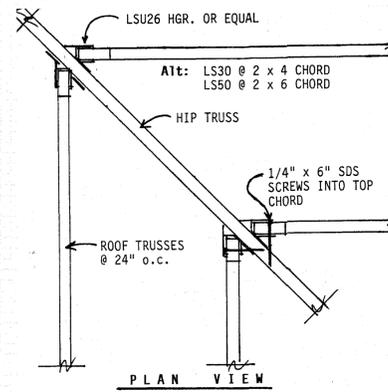


**1 GAS LINE POINT OF CONNECTIONS**  
SCALE: 1/8" = 1'-0"

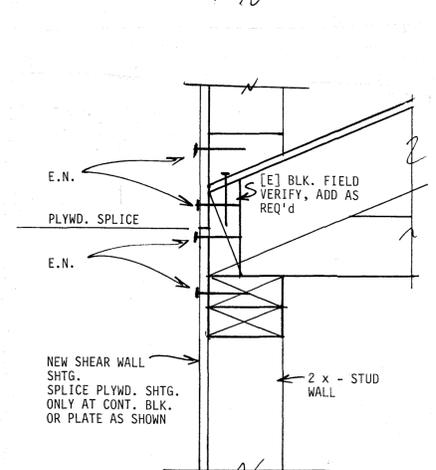
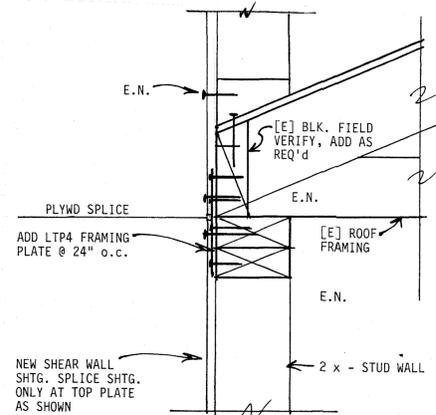
**NASE RESIDENCE**  
 1412 LISBON LANE  
 PEBBLE BEACH, CA. 93959

GAS LINE POINT OF CONNECTIONS & GAS LINE SCHEMATIC

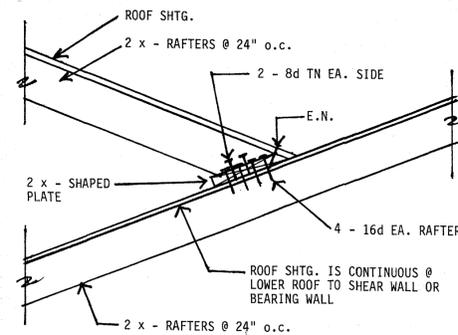
DATE:	12/15/16
SCALE:	AS NOTED
DRAWN:	MEG
CHECKED:	
CHECKED:	
FILE NAME:	
SHEET:	P 2.1
SHEET OF SHEETS	



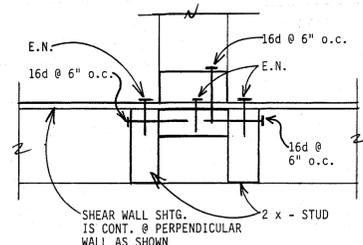
17



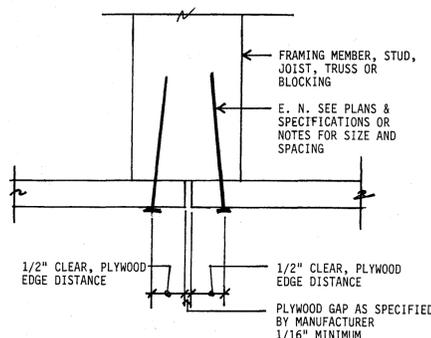
90



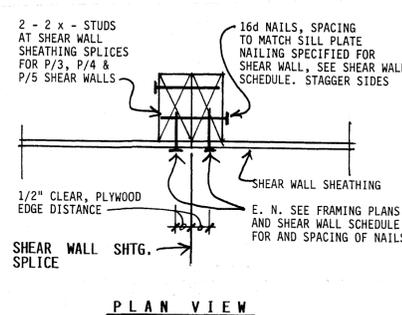
99



SHEAR WALL SHEATHING AT WALL INTERSECTION 16



PLYWOOD SHEATHING SPLICE 12



SHEAR WALL SHEATHING SPLICE 11

ROOF FRAMING NOTES

- ROOF SHEATHING:** Roof sheathing shall be min. 1/2" CDX plywood or OSB sheathing. Use minimum CCX or Exposure 1 plywood at all exposed overhangs U.O.N. on plans. Nail all sheathing with 8d at 6" o.c. all supported edges and 8d at 12" o.c. intermediate bearing. Lay panels with facegrain perpendicular to supports. P.I. 32/16. Keep minimum 1/16" clear between all panel edges. At all shear walls nail roof sheathing to all blocking or rim joist with 8d @ 4" o.c. Provide 1/2" edge distance nailing for all plywood boundary nailing.
- ROOF TRUSSES:** Roof trusses shall be designed for the following loads
 

	D.L.	L.L.
Top Chord	12.0 psf	20.0 psf
Bottom Chord	8.0 psf	10.0 psf

 Truss manufacture shall provide shop drawings and calculations for approval prior to manufacturing trusses. CONTRACTOR shall install and brace trusses as recommended by manufacturer.
- WALLS:** All exterior walls shall be 2 x 6 studs @ 16" o.c. and all interior walls shall be 2 x 4 studs @ 16" o.c. U.O.N. on plans. Studs at exterior and bearing walls shall be D.F. No. 2 or better. Balloon-frame all walls and block all studs at maximum 10' o.c. All plumbing walls that are shear walls or bearing walls shall be 2 x 6 walls. CONTRACTOR shall coordinate plumbing layout with plumbing subcontractor prior to start of framing. Wall framing shall comply with Table 2308.9.1. CONTRACTOR shall obtain permission for drilling or notching studs or double top plates of any shear or bearing wall more than 1/2 of width of wall.
- HEADERS:** All headers shall be 6 x 6 at 2 x 6 walls and 4 x 10 at 2 x 4 walls U.O.N. on plans. Provide 1 - 2 x - trimmer and 1 - 2 x - king stud at all bearing and shear walls U.O.N. on plans.
- POSTS:** All beams shall bear on posts, width, and depth of post to width and depth of beam and wall U.O.N. on plans. Use PC postcaps to connect beams to posts U.O.N. on details or plans. Use EPC postcaps at ends of beams. Posts shall be continuous to foundation.
- DOUBLE TOP PLATES:** CONTRACTOR shall splice double top plates with 20 - 16d U.O.N. on plans. Plates shall be D.F. Larch No. 2 or better
- NAILING:** All nailing shall comply with Table 2304.9.1 of the 2003 C.B.C. All nails shall be common nails, 8d (0.131d), 10d (0.148d), 16d (0.162d), 16d sinkers (0.135D)
- SHEAR WALLS:** All exterior walls shall be sheathed with **TYPE P/1** shear wall U.O.N. on plans. All shear wall sheathing shall be continuous to roof sheathing U.O.N. on plans or details. Provide minimum 4 x ~ post or 2 - 2 x ~ studs at ends of all shear walls for holdowns U.O.N. on plans. At all shear walls, nail roof sheathing to blocking, double top plate, or rim joist with 8d @ 4" o.c.
- LUMBER:** All lumber shall conform to the rules of a recognized grading agency and Tables 4D through 4F of the N.D.S. All Framing Lumber shall be D.F. Larch No. 2 or better U.O.N. on plans. Beams shall be D.F. Larch No. 1 or better. GLB's shall have a combination symbol of 24F-V4 DF/DF. Parallam beams shall be 2.2E Parallam PSL. Microlam beams shall be 1.9E Microlam LVL. Headers and posts shall be D.F. Larch No. 2 or better. For studs see Note 3. All lumber exposed to the weather shall be pressure-treated. All framing shall have a **MAXIMUM MOISTURE CONTENT OF 19%** at time of installation or incorporating the lumber into the structure.
- ROOF FRAMING:** Roof framing and plywood sheathing shall be continuous to all shear or bearing walls at all lower roofs
- SKYLIGHTS:** Provide 2 - 2 x 6 blocks on each side of all skylights. Nail continuous CS18 straps to blocks with 5 - 8d nails into each block. Keep nails minimum 4" clear from the ends of blocks to avoid splitting
- SHORING:** All required shoring shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall provide all necessary bracing as required until all work is complete.

FOUNDATION NOTES

- FOUNDATION:** Foundation design is based on recommendations of Soils Report by:
 

Grice Engineering, Inc.  
561 A Brunken Avenue  
Salinas, CA. 93940  
Tel. (831) 375 - 1198 Fax (831) 422 - 1896

 Soils Report shall become part of specifications and CONTRACTOR shall adhere to all requirements of Soils Report. See specifications in "Soils Report" for site preparations, grading and compactions at all building pads and paved areas. CONTRACTOR shall not lay any reinforcing or pour any concrete until all grading, site preparations and footing excavations have been inspected and approved by the "Soils Engineer". All footings shall bear on engineered compacted fill as specified in Soils Report.
- CONCRETE STRENGTH:** All concrete shall develop an ultimate compressive strength at age 28 days as follows:
 

FOOTINGS	2500 psi
SLAB ON GRADE	2500 psi
- REINFORCING:** All reinforcing shall conform to A.S.T.M. Grade 40.
- BOLTS:** All bolts shall conform to A.S.T.M. A307. The threaded portion of the bolt bearing on wood shall be kept to a minimum. Do not use All-Thread rods for bolts which bear on wood. All fasteners embedded in concrete shall be attached to or hooked around reinforcing steel.
- SILL PLATES:** All sill plates shall be bolted to foundation with 5/8" o x 10" A.B.'s at 48" o.c. Embed bolts minimum of 7" into concrete or grout. This spacing is typical U.O.N. on Foundation Plan or details. Provide 3" x 3" x 0.229" washers at all A.B.'s. Install washers parallel and perpendicular to sill plates. Provide minimum of two bolts per plate and one bolt within 4" to 12" from the end of all plates. All sill plates shall be 2 x ~ P.T. D.F. No. 2 or better U.O.N. or detailed on plans. All steel as A.B.'s washers and nails and framing hardware such as hangers, post caps and post bases, in contact with pressure-treated lumber shall be stainless steel or **HOT DIP GALVANIZED** with minimum coating of G90, 0.90 oz. per sq. ft.
- HOLDOWNS:** Location of holdowns shown is approximate. See plans and details to determine exact location of holddown anchor bolt. Provide minimum 2 - 2 x ~ studs or 4 x ~ post at the end of each shear wall for bolting holddown to shear wall unless otherwise specified on plans. Provide shear wall edge nailing into each stud bolted to holddown and two rows edge nailing into 4 x ~ posts. Holddown devices shall be secured in place prior to foundation inspection. Holddown devices shall be re-tightened just prior to covering the wall framing.
- CONCRETE SLAB ON GRADE:** Concrete slab on grade shall be minimum 4" thick, over 2" sand, over vapor barrier, over 4" gravel base. Slope to drains. See plans where occurs. Vapor barrier shall be minimum 15 mil Moistop by "Fortifiber Corporation" or equal. Reinforce slab with #4 bars at 24" o.c. each way placed at center of slab.

SHEAR WALL SCHEDULE

MARK	SHEAR WALL SHEATHING PANEL GRADE OR TYPE	SHEAR WALL NAILING	SILL PLATE NAILING	ALLOW. SHEAR, LBS/FT
P 1	1/2" CDX Plywood or OSB Sheathing Block all edges	8d @ 6" o.c. E.N. (0.131 DIA) 8d @ 12" o.c. F.N.	16d @ 6" o.c.	260 lbs/ft
P 2	1/2" CDX Plywood or OSB Sheathing Block all edges <sup>(E)</sup> Note 7	8d @ 4" o.c. E.N. (0.131 DIA) 8d @ 12" o.c. F.N.	16d @ 4" o.c.	380 lbs/ft
P 3	1/2" CDX Plywood or OSB Sheathing Block all edges <sup>(E)</sup> Note 7	8d @ 3" o.c. E.N. (0.131 DIA) 8d @ 12" o.c. F.N.	16d @ 3" o.c.	490 lbs/ft
P 4	1/2" CDX Plywood or OSB Sheathing Block all edges <sup>(E)</sup> Note 7	8d @ 2" o.c. E.N. (0.131 DIA) 8d @ 12" o.c. F.N.	16d @ 2" o.c.	640 lbs/ft

NOTES:

- See Framing Plans for size and location of hold downs.
- See Foundation Plan for size and spacing of anchor bolts.
- Keep minimum 1/16" clear between all plywood panel edges.
- Use one-piece plywood sheets at shear walls - which are 48" or less in width.
- All plywood panels shall have a minimum dimension of 24".
- All nails shall be common nails. Notify ENGINEER for alternate spacing for box nails.
- Use 3 x ~ studs and 3 x ~ blocking at all plywood joints. <sup>(E)</sup>
- All nailing shall be staggered. <sup>(E)</sup>
- Min. 1/2" Plywood edge distance. <sup>(E)</sup>

REVISIONS	BY

ALEX OTT  
CONSULTING ENGINEER  
603 PALM AVENUE  
SERRANO, CALIFORNIA 93685  
(916) 384-4287 FAX



GENERAL NOTES & DETAILS

NASE RESIDENCE  
1412 LISBON LANE  
PEBBLE BEACH, CA 93953  
APN: 010-156-021

Date: DEC 21 2016

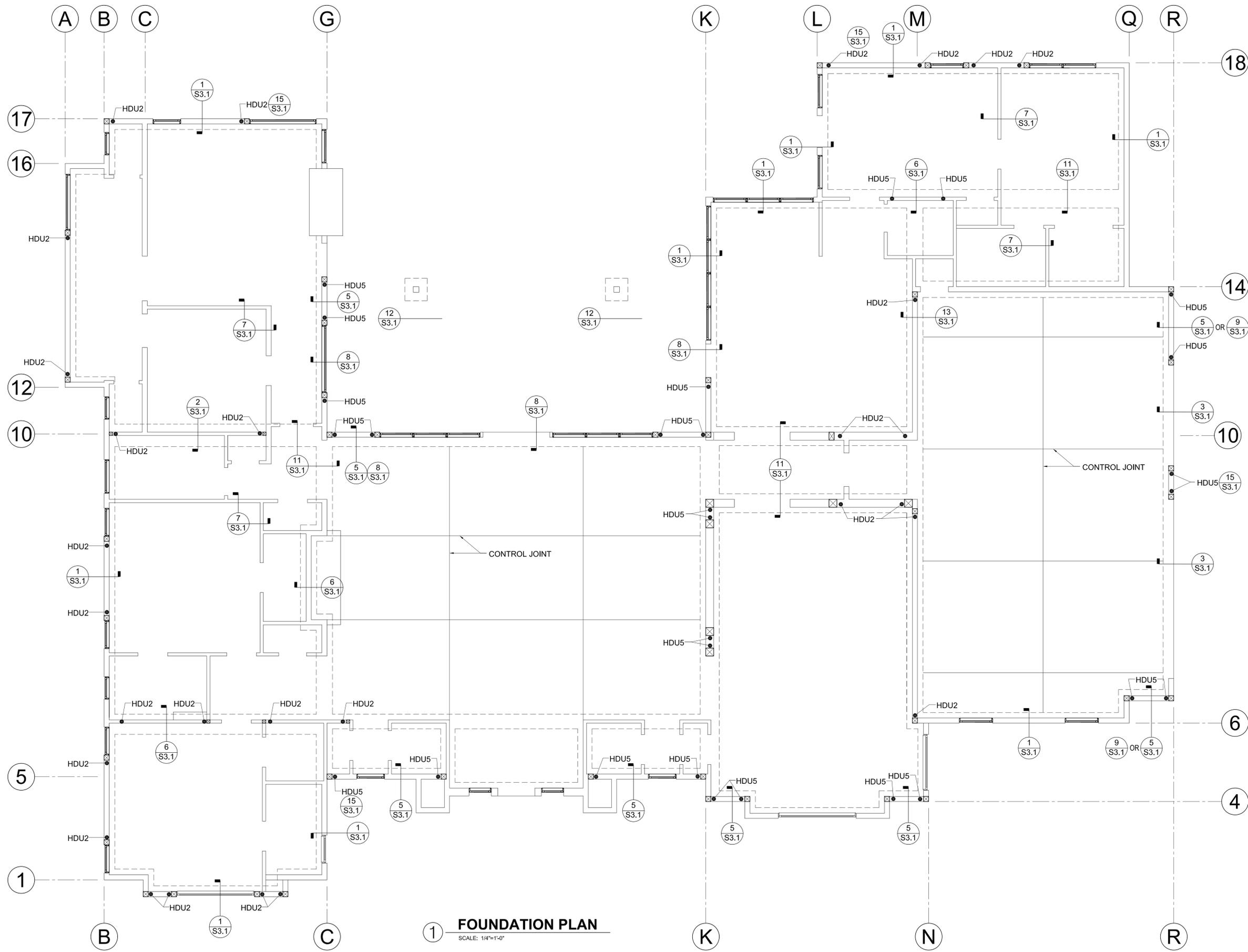
Scale

Drawn

Job

Sheet

S0.1  
Of Sheets



**FOUNDATION PLAN**  
SCALE: 1/4"=1'-0"

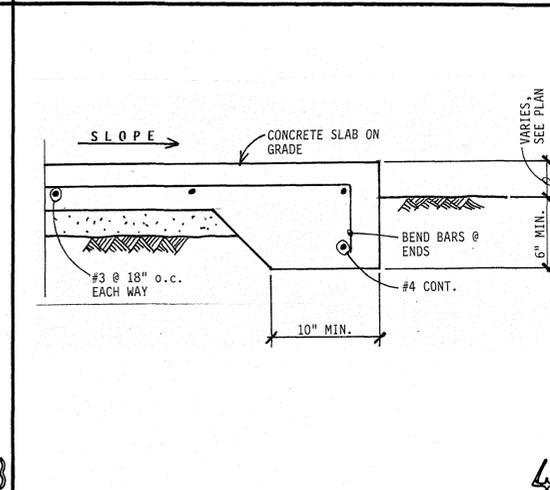
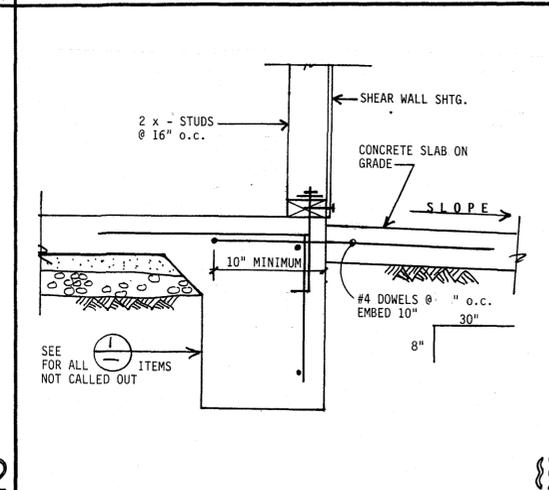
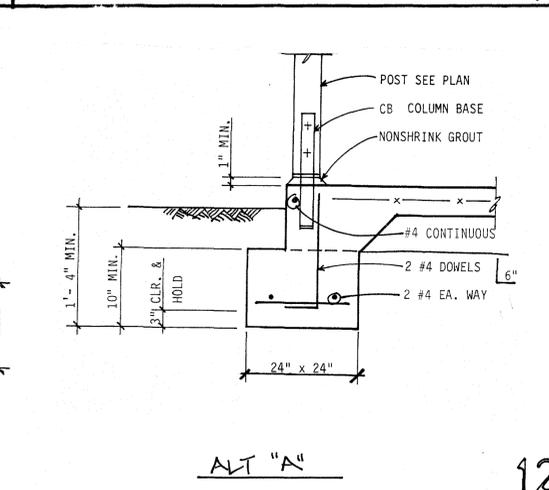
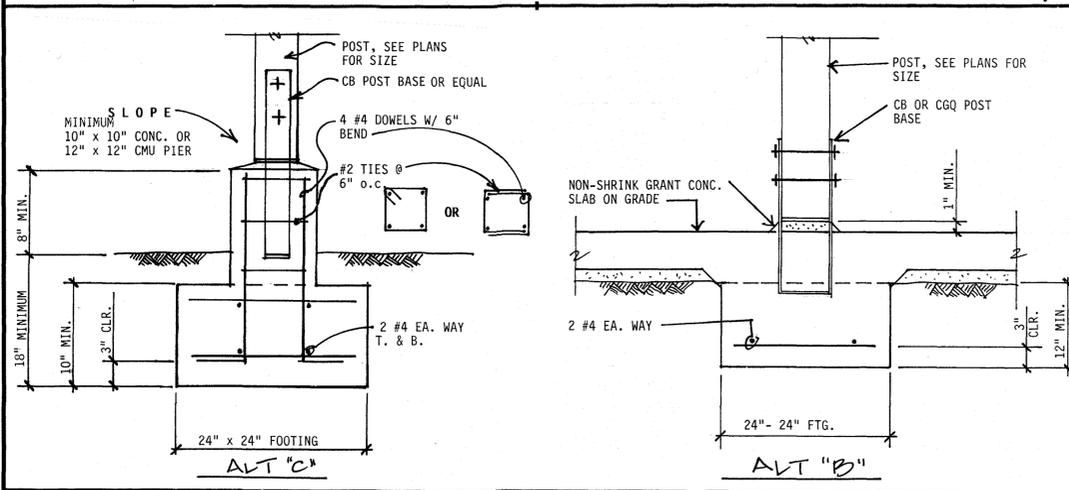
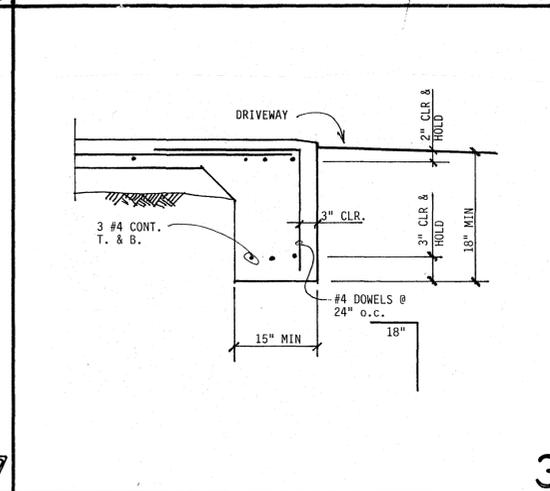
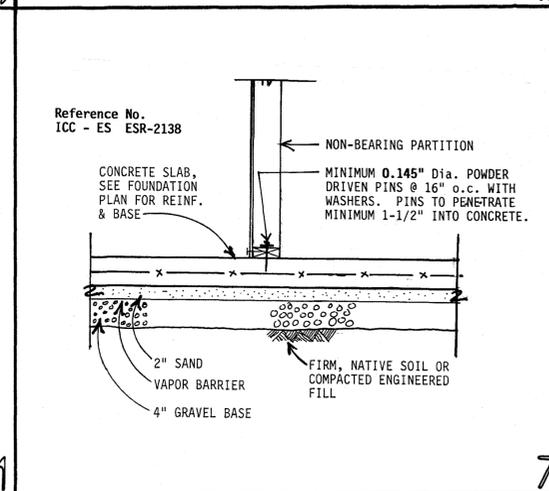
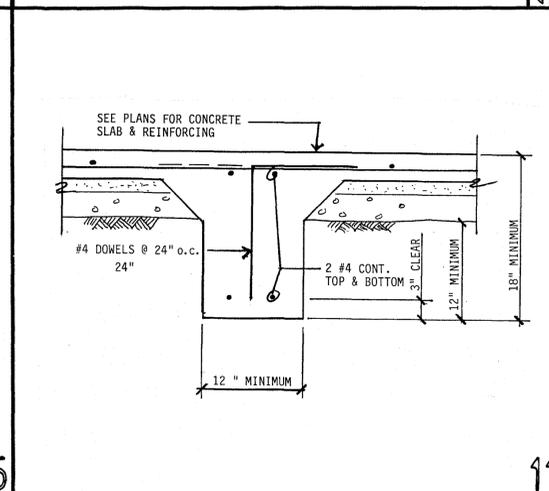
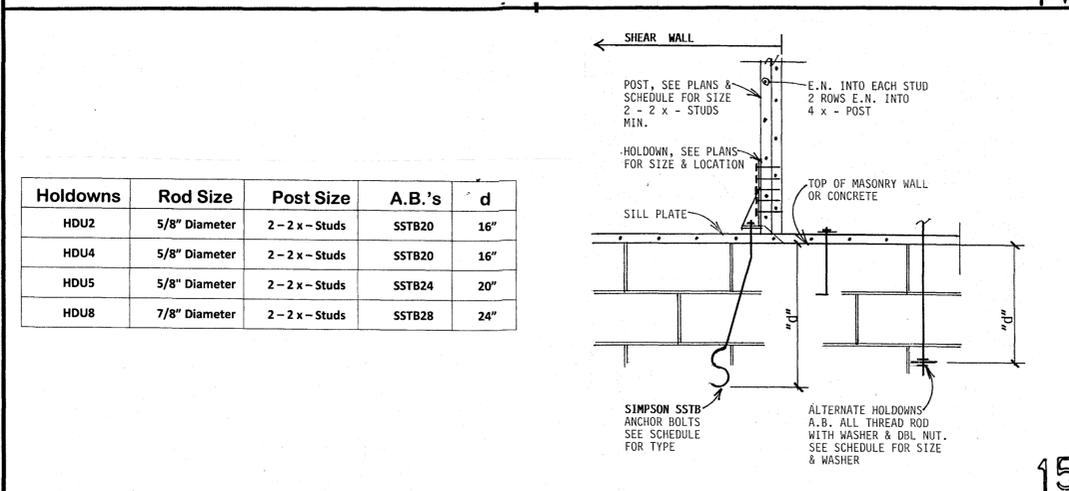
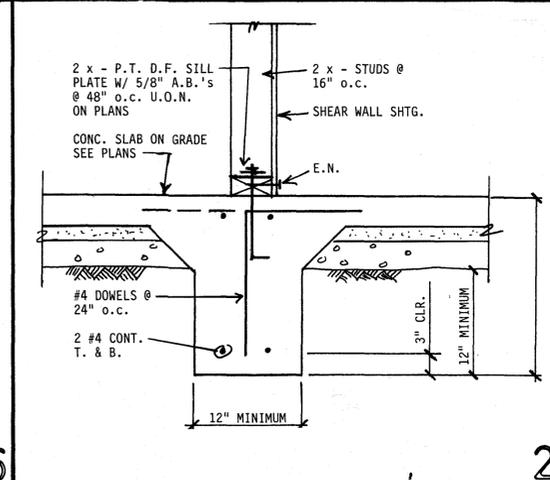
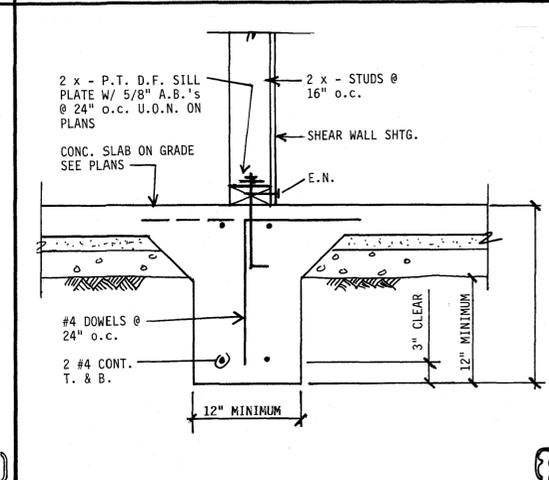
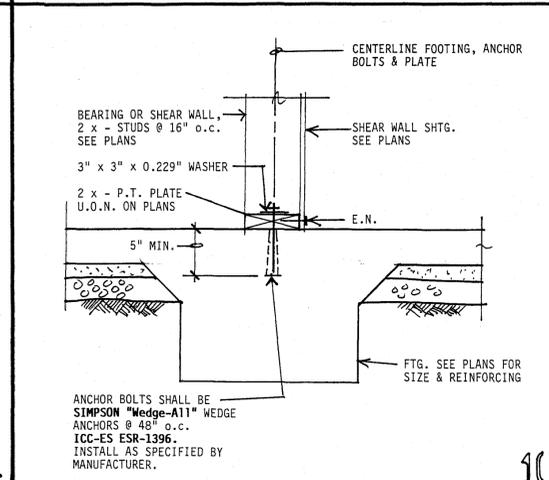
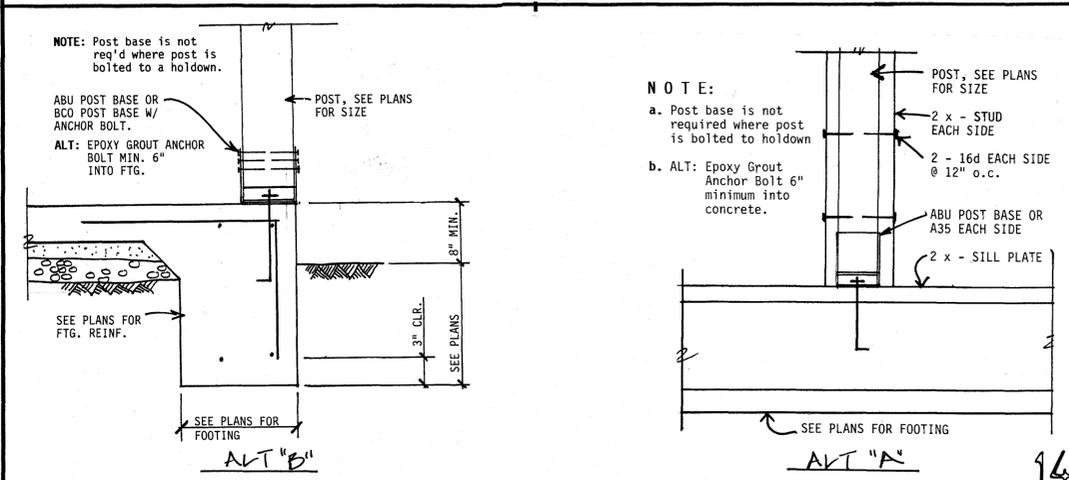
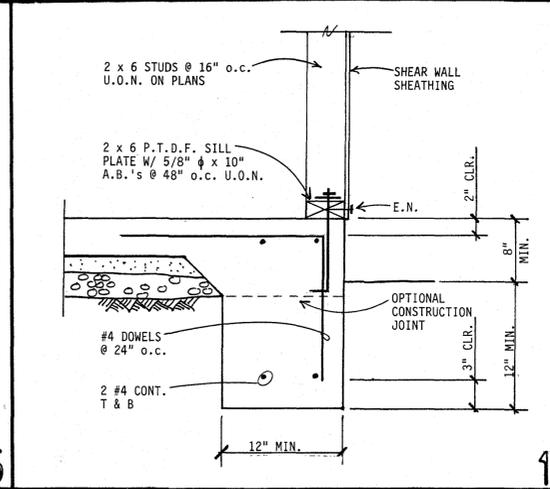
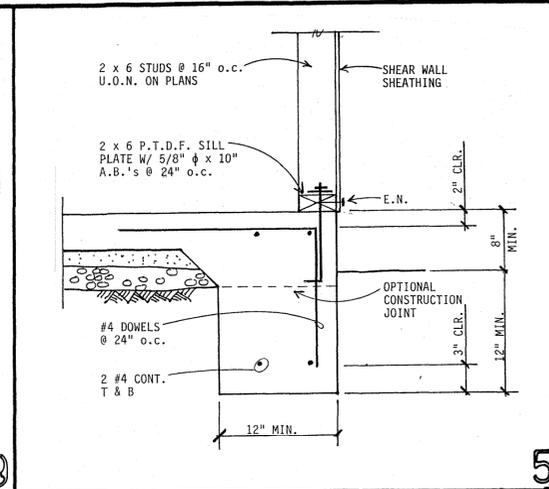
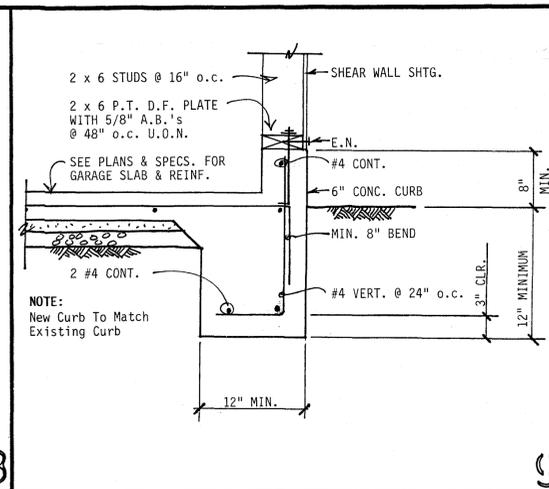
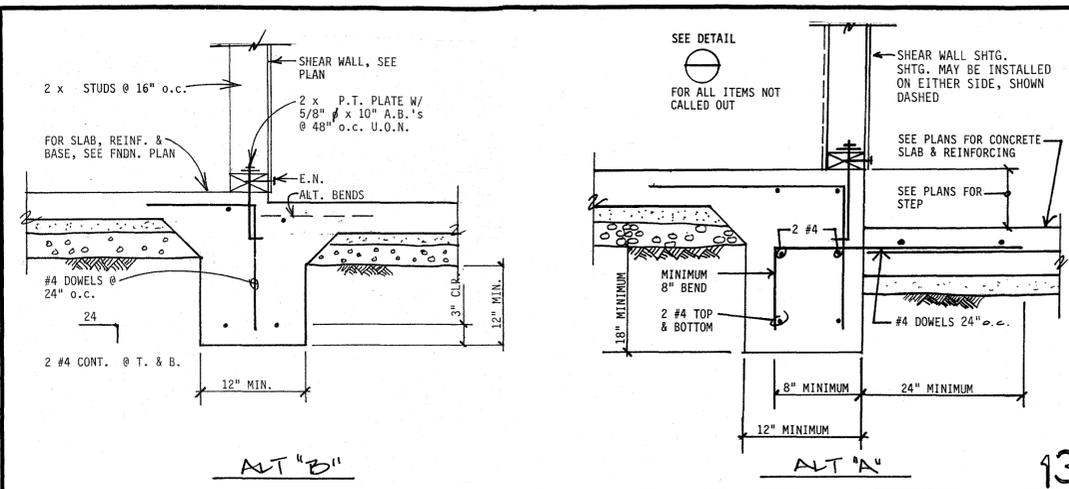
**FOUNDATION PLAN**

NASE RESIDENCE  
1412 LISBON LANE  
PEBBLE BEACH, CA 93953  
APN: 008-232-003-000

DATE:	12.21.16
SCALE:	1/4" = 1'-0"
DRAWN BY:	RA
REVISION:	

PAGE:  
**S2.0**





Holdowns	Rod Size	Post Size	A.B.'s	d
HDU2	5/8" Diameter	2 - 2 x - Studs	SSTB20	16"
HDU4	5/8" Diameter	2 - 2 x - Studs	SSTB20	16"
HDU5	5/8" Diameter	2 - 2 x - Studs	SSTB24	20"
HDU8	7/8" Diameter	2 - 2 x - Studs	SSTB28	24"

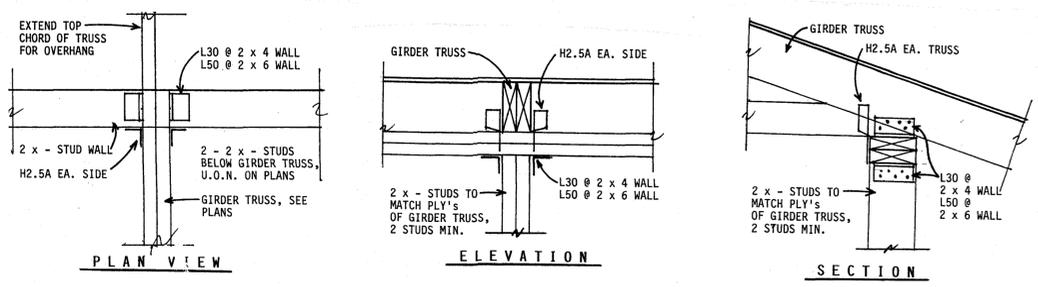
REVISIONS BY

ALEX OTT  
CONSULTING ENGINEER  
803 PALM AVE  
SEASIDE, CALIFORNIA 93955  
951-366-6666 PHONE 1-818-366-7777 FAX

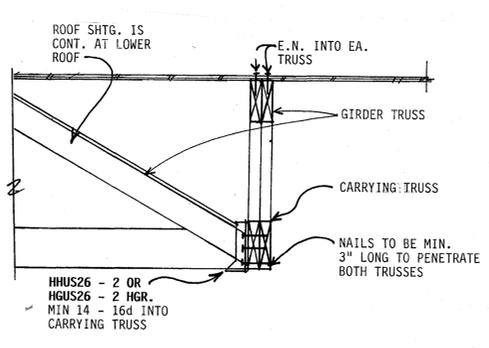
FOUNDATION DETAILS

NASE RESIDENCE  
1412 LISBON LANE  
PEBBLE BEACH, CA 93953  
APN: 010-156-021

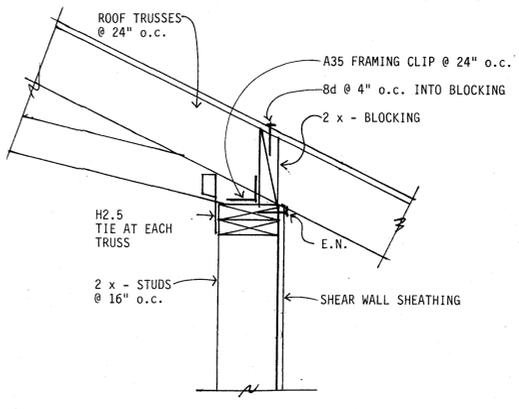
Date DEC 21 2016  
Scale  
Drawn  
Job  
Sheet S3.1  
Or Sheets



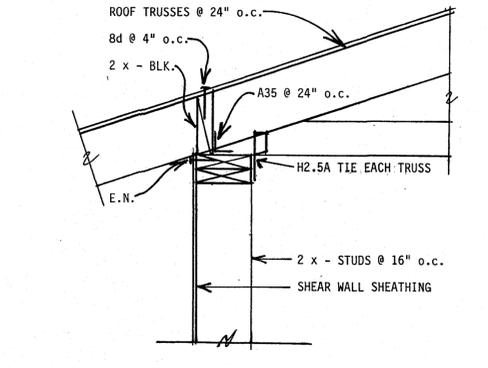
13



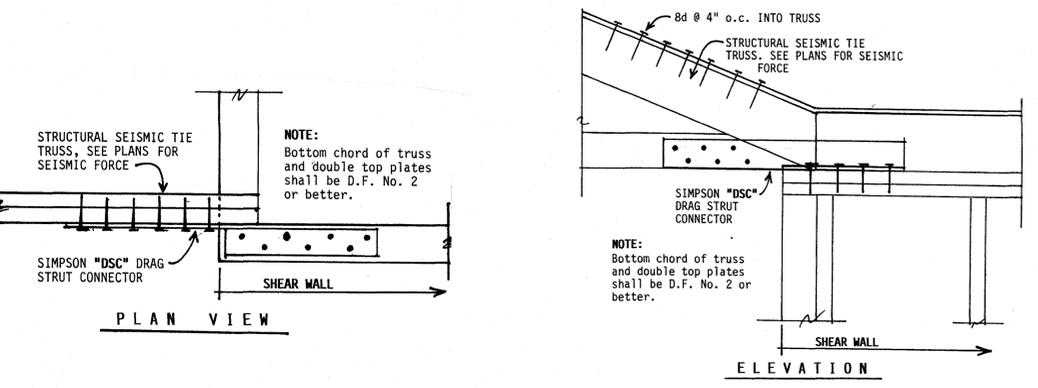
14



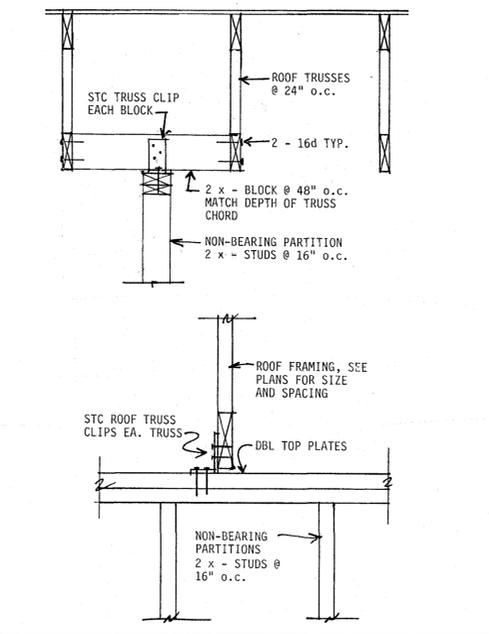
15



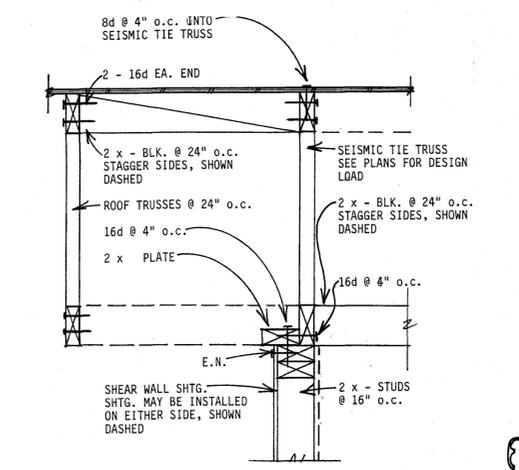
16



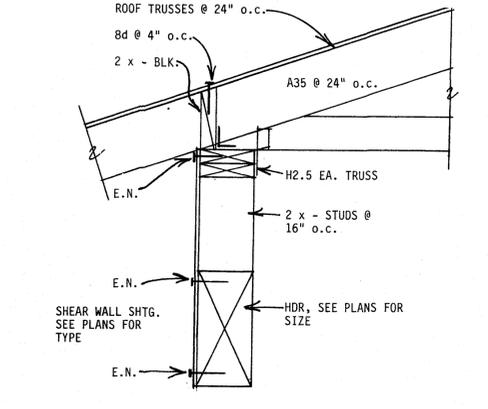
17



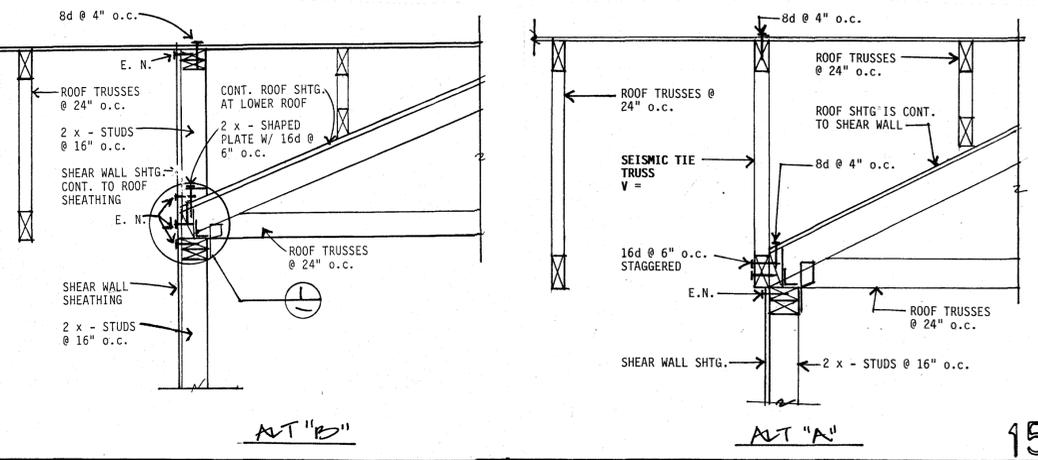
18



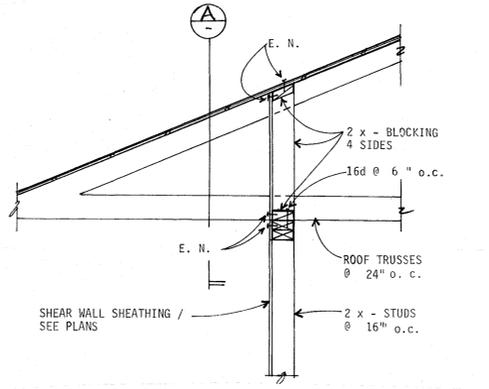
19



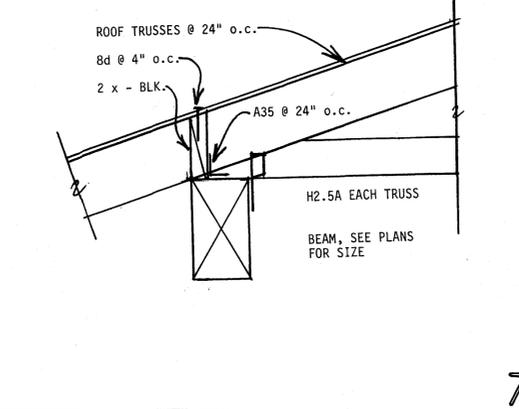
20



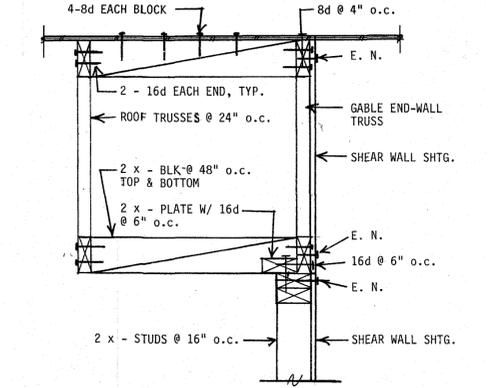
21



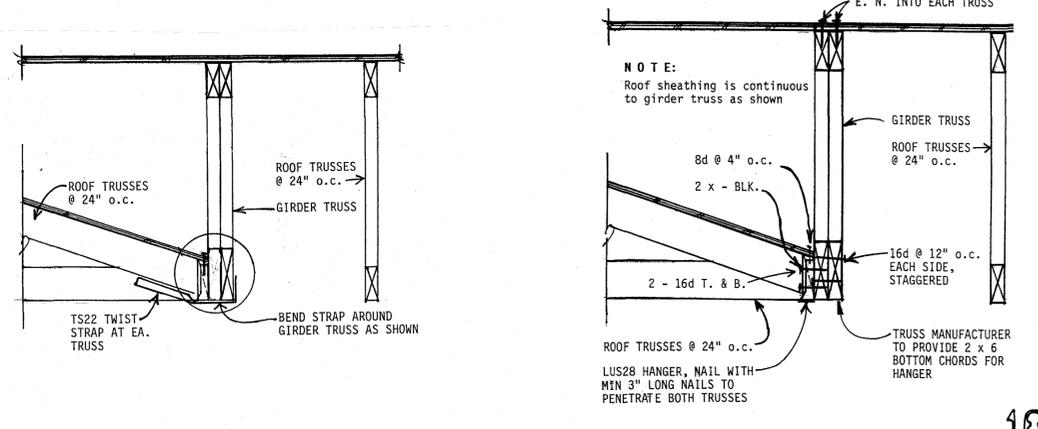
22



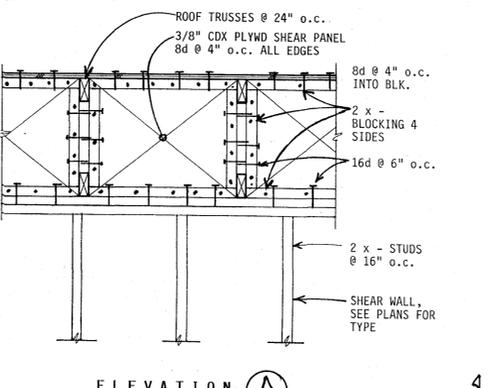
23



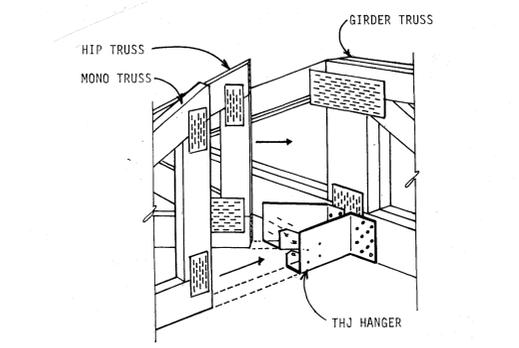
24



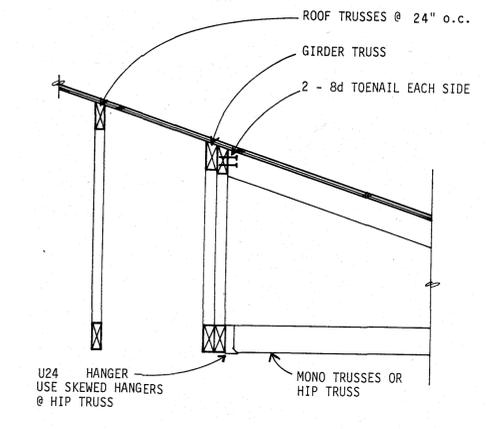
25



26



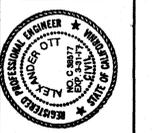
27



28

REVISIONS	BY

ALEX OTT  
 CONSULTING ENGINEER  
 800 PALM AVE.  
 SEASIDE, CALIFORNIA 92085  
 951-394-9808 PHONE 951-394-0877 FAX



**ROOF FRAMING DETAILS**

NASE RESIDENCE  
 1412 LISBON LANE  
 PEBBLE BEACH, CA 93953  
 APN: 010-156-021

Date	DEC 21 2016
Scale	
Drawn	
Job	
Sheet	S4.1
Of	Sheets

### LANDSCAPE SCOPE FOR DESIGN:

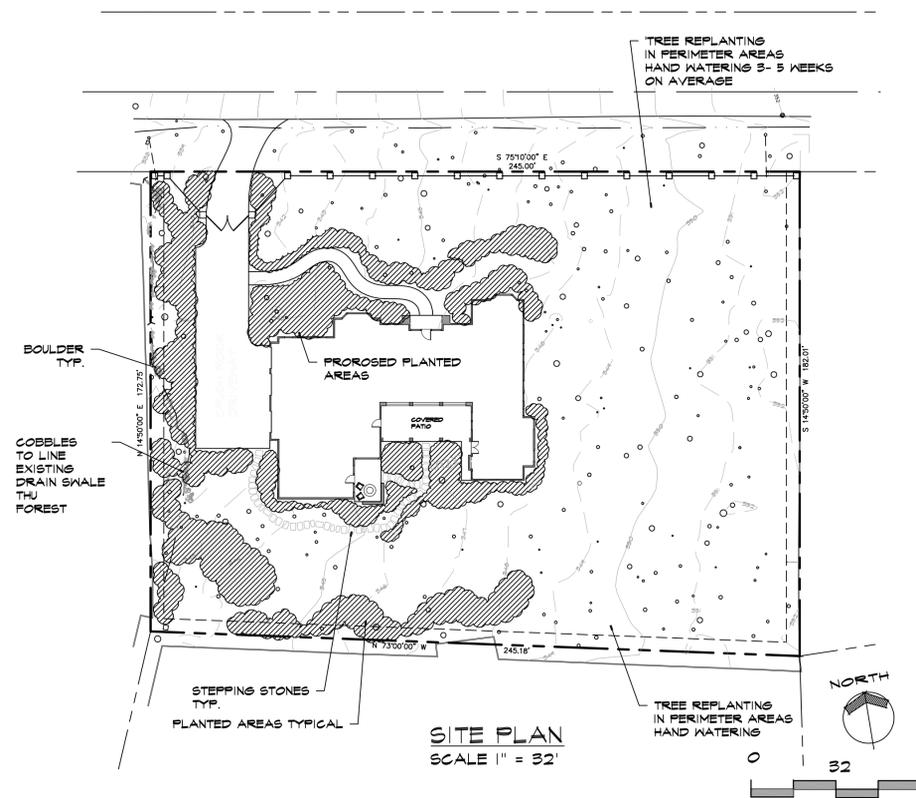
- THESE PLANS HAVE BEEN PREPARED IN CONJUNCTION WITH ARCHITECTURAL PLANS FOR THIS PROPERTY TO REVIEW THE LANDSCAPE LAYOUT, DWELLING FIRE PROTECTION, LANDSCAPE PROPOSED MONTHLY AND YEARLY WATER USE. AS WELL THE WATER DELIVERY ZONES IN THE GARDEN HAVE BEEN DELINEATED AS WELL AS SUGGESTED PLANT SPECIES FOR THE OVERALL PLANT PALETTE. PLANTING LAYOUT FOR THE SITE AND AROUND THE BUILDING, IRRIGATION AND LANDSCAPE COMPLETES THE PROPERTY LANDSCAPE PLANS
- LANDSCAPE IRRIGATION PLAN. EFFICIENT DELIVERY ZONES ESSENTIALLY THE WATER ADAGE NEEDS TO BE AWARE OF WATERING FREQUENCY:
  - REGULAR WATERING = WEEKLY OR EVERY 3-4 DAYS IN VERY HOT OR WINDY CONATIONS
  - MODERATE WATERING = 10-14 DAYS DEPENDING ON CLIMATE CONDITIONS
  - OCCASIONAL WATERING = EVERY 3-4 WEEKS
  - INFREQUENT WATER = DEEP WATER EVERY 4-6 WEEKS IN SUMMER / DRY PERIODS
- OF COURSE WATERING SCHEDULES THROUGH THE YEAR ARE DEPENDENT UPON A RANGE OF FACTORS INCLUDING AGE OF PLANTING, SOIL TYPE, MICROCLIMATE, EXPOSURE AND OF COURSE WEATHER. NEW PLANTINGS REQUIRE THE OBVIOUS - MORE WATER EARLY ON THAN WHEN THESE PLANTS ARE ESTABLISHED IN THE PLANTING BED.
- LANDSCAPE PLANTING FOR THE PROPERTY. PLANT SPECIES, SIZE CONTAINERS AND MASSING LOCATIONS. ALL PLANTS ARE TO SUGGESTED FOR THE APPROPRIATE LOCATION, USE AND WATER NEEDS. ADDITIONALLY TOPSOIL SPECIFICATIONS AND ETC.
- PLANTINGS HAVE BEEN IDENTIFIED AS TO THEIR HYDROZONE. THE SENSIBLE BUT MORE WATER ALLOCATIONS ARE CLOSER TO THE BUILDING & 'PEOPLE SPACES.'

ZONE PLANTING: ALSO REFERED TO AS HYDRO-ZONE; A CORRELATION TO THE AMOUNT OF POTENTIAL WATER USED. THIS IS EXPANDED IN THE MAWA CALCULATIONS ON SHEET L-3.

**ZONE #1:** THIS ZONE OCCUPIES AND IS CONFINED TO THE OUTDOOR LIVING AREA NEAREST THE HOUSE STRUCTURE. PLANTING IN THESE AREA ARE CLIMATE SENSITIVE TO A MEDITERRANEAN LATITUDES AND INCORPORATES MANY NATIVE PLANTS DRAWN FROM A CALIFORNIA FLORA. PERMANENT BOUNDARIES SUCH AS WALKWAYS, LOW STONE WALLS & ROCKS DEFINE THESE PLANTINGS FROM THE TRANSITION ZONE AND NATIVE HABITAT ZONE. THE MOST ORNAMENTAL PLANTS ARE CONTROLLED IN RAISED & ENCLOSED PLANTERS CLOSEST TO THE HOUSE. NO EXOTIC SPECIES CAPABLE OF NATURALIZING INTO THE SURROUNDING AREA ARE ON THIS PLANTING PALETTE.

**ZONE #2:** PLANTING IN THIS ZONE IS MADE-UP OF HORTICULTURAL COMPATIBLE LATITUDES AND NATIVE CALIFORNIA FLORA. WATER SAVING (DROUGHT RESISTANT) PLANTS ARE USED.

**ZONE #3:** NATIVE HABITAT AND PLANTINGS. SEVENTY (70 FEET) FROM THE STRUCTURE IS BORDERED BY THE PERIMETER FENCES AT THE PROPERTY EDGE ON THIS (2) TWO ACRE SITE. TO ASSURE THE BEST OUTCOME A TWO-YEAR OVERSIGHT MAINTENANCE PLANT PROGRAM IS PROPOSED. PROCEDURAL METHODOLOGY AND TIMING WILL BE SPELLED OUT IN THE WORKING DOCUMENT LANDSCAPE DESIGN SET.



### Landscape Design Statement:

I Scott Hall, a registered California Landscape Architect (#3405), certify that these landscape Planting and Irrigation Plans comply with all Monterey County and Local Coastal Plan conditions for approval and intent thereof.

The Planting Plans include the use of Native California Water Saving ("drought tolerant") plant species and do not include non-native or invasive plant species. No Lawn is used on the property.

The responsible and appropriate Water Saving plant species selected here is reflected in the Irrigation use of a LOW FLOW water saving Irrigation delivery system. The water conserving system is primarily Drip type irrigation. No Irrigation is designed around the existing Oak & Pine Trees.

Scott Hall, registered California Landscape Architect #3405

SHEET INDEX:

- 1 PROJECT TITLE SHEET
- 2 FIRE SAFETY
- 3 WATER USE INFORMATION SHEET
- 4 LANDSCAPE IRRIGATION
- 5 PLANTING PLAN SITE

# NASE GARDEN

## LANDSCAPE PLANS FOR PLANNING APPROVAL

PLN 150 669

Revisions BLD. & DW MOVED 10-23-2015 DW Reduced / E Path removed walk front entry reconfigured 03-29-2016 Remove backyard pergola / add Mt. Sitting Area 11-29-2016	
<b>Hall Landscape Design</b> Landscape Architects #3405 582 Lighthouse Avenue Pacific Grove, Ca 93950 (831) 655-3808 fax 655-3854 e-mail scotthalllandscape.com	
<b>Werner Nase</b> 1412 Lisbon Lane Pebble Beach, CA APN 008-232-003	
Title Sheet	
Page Title:	
Job #	1515
Date	11-29-2016
Revision	#3
Drawn By	MASH
Sheet	
<b>L-1</b> of: 5 Sheets	

### FUEL MANAGEMENT Proposed Management Plan

This Fire / Fuel Management Plan shows how the defensible space has been thought out against spread of fire from the Dwelling. Existing Landscape & the proposed Landscape Planting points up how vegetation around proposed structures, driveway, paths and open space will be maintained to reduce fire fuel loads.

1. Roofing material is the single most important item in fire safety. Landscaping is second. Any plant and any building can burn given the conditions. However a properly designed and maintained landscape will reduce the hazard of fire. Landscape items which are reviewed here and exemplified in the planting plan are:

- Minimize or eliminate highly flammable plants
- Reduce chances for a "Fire Ladder"
- Create a fuel break around your home
- Space new trees and prune and thin old wood on existing trees
- Consider slope, aspect and typical wind direction

2. Existing Natural vegetation shows the methodology for retaining and reducing fuel loads for existing tall grass areas to be converted to low stature Meadow grasses and herbaceous plants & maintained at 18" tall and less that 12".

#### 3. 30 FOOT ZONE AROUND THE HOUSE:

This Landscape Zone includes Plantings around the Building, Foundation Plantings. The zone contains trees, shrubs and groundcover's. Plants in this zone shall be the slowest to ignite & should produce the least amount of heat if burned. This Zone shall not include any plants high in oils & resins such as Pines. Thick leathery and succulent leaves are best to consider and have been because of difficulty to ignite. Maintainable in thinning and dead wooding debris is always s an important key to the process.

- Greatest 'Hydro-Zone or Water use around the Building is encouraged. Moisture content in the plant makes it harder to burn
- Walkways using crushed rock and Stepping stones are also used because they are used as a fire break.

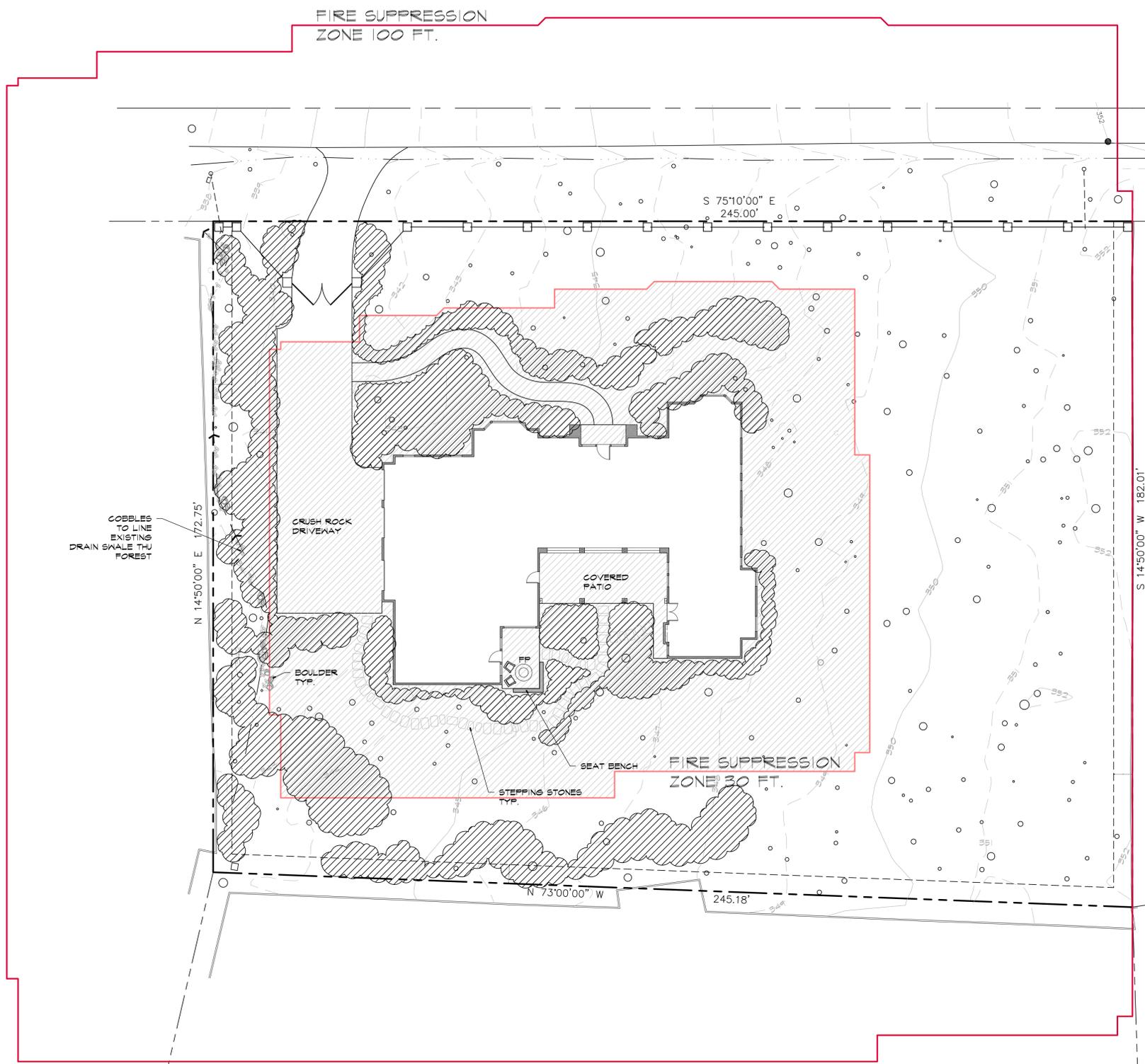
#### 4. MIDDLE HOUSE ZONES 30-70FEET FROM THE HOUSE:

This Landscape Middle Zone transitions between the planted garden and the Open Space of the landscape on the property. Plants in this Mid-Zone will be trimmed and thinned to create well spaced groups within and adjacent to the planted garden to help prevent fire in the outer area or more Wild area. Thinning in this area further reduces any fire approaching a crown type fire. The landscape plan incorporates open spaces with seasonal low growing herbaceous annuals and low stature grasses and bare ground.

#### 5. OUTER ZONE 70-FEET TO 100 FEET FROM THE HOUSE:

This Zone is defined as the edge of the road open space. The fringes of this zone need to be trimmed and thinned to create fuel mosaic made up of well spaced plant groupings. Reduction of the existing perimeter Acacia, a flammable species along with maintaining and cleaning neglected punning will add to the safety of this gently south -southwest sloping property.

The outer zone is made up of existing Pine & Oak trees bordered by public & private roads.



COBBLES TO LINE EXISTING DRAIN SWALE THU FOREST

CRUSH ROCK DRIVEWAY

BOULDER TYPE

SEAT BENCH

STEPPING STONES TYP.

FIRE SUPPRESSION ZONE 30 FT.

FIRE SUPPRESSION ZONE 100 FT.

S 75°10'00\"/>

N 14°50'00\"/>

S 14°50'00\"/>

N 73°00'00\"/>

245.18'



SCALE 1/16" = 1'-0"

## FIRE SAFETY PLAN IN THE LANDSCAPE

PLN 150 669

Revisions	
△	BLD. & DW MOVED 10-23-2015
△	Remove backyard pergola / add Mst. Sitting Area 11-29-2016

**Hall Landscape Design**  
 Landscape Architects #3405  
 582 Lighthouse Avenue  
 Pacific Grove, Ca 93950  
 (831) 655-3808 fax 655-3854  
 e-mail scot@halllandscape.com



**Werner Nase**  
 1412 Lisbon Lane  
 Pebble Beach, CA APN 008-232-003

## Fire Safety Plan

Page Title:	
Job #	1515
Date	11-29-2016
Revision	
Drawn By	MASH
Sheet	

# L-2

of: 5 Sheets

THE USE OF THESE DRAWINGS AND SPECIFICATIONS IS RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED. REPRODUCTION OR PUBLICATION IN WHOLE OR IN PART IS PROHIBITED. TITLE TO THESE DRAWINGS AND SPECIFICATIONS REMAINS WITH HALL LANDSCAPE DESIGN. WITHOUT PREVIOUS WRITTEN CONTACT WITH THESE DRAWINGS AND SPECIFICATIONS SHALL CONSTITUTE PERMANENT ACCEPTANCE OF THE ACCEPTANCE OF THESE RESTRICTIONS.

# WATER USE NOTES Proposed Planted Areas

**MAWA (Maximum Allowable Water Allocation)**  
 These calculations have been prepared by Scott Hall, Landscape Architect (State License #3405). Of this total landscape Maximum estimated use is 96,158.23 gallons yearly. This is worst case MAWA scenario based upon a high evapotranspiration rate. Total Planted Area Equals 5,185 s.f.

The Total Landscape Water Gallons per year based upon MAWA gallons used per year follows California State Assembly bill AB 1881. This MAWA (Maximum Applied Water Allowance) is the upper limit of the annual established landscape area. It is calculated as a surface number derived upon the size of the Landscape and evapotranspiration (ET<sub>0</sub>). The following mathematical proofs are completed for monthly and yearly total projected water use.

The ET<sub>0</sub> was derived from the CIMIS (California Irrigation Management Information System) located at the east end of Rancho Canada Golf Course Weather Station.

That value is an ET<sub>0</sub> yearly rate of 37.21 Station #193 Pacific Grove Pt. Pinos MAWA = 37.21 x 0.80 x 5,185 sq. ft. x 0.623 = 96,158.23 (gallons / year)

**FORMULAS AND DATA: Definitions:**  
 MAWA - Maximum Applied Water Allowance (Gallons / Year)  
 Acre-Feet / Year =  $ET_0 \times ET_{adj} \times LA \times 0.623$   
 325851

ET<sub>0</sub> = Reference Evapotranspiration (measured inches per year)  
 ET adj = ET Adjustment Factor =  $K_L / IE = 0.50 / 0.625 = 0.80$

MAWA =  $37.21 \times 0.80 \times 5,185 \text{ sq. ft.} \times 0.623 = 96,158.23 \text{ Gallons/Year}$   
 (E<sub>to</sub>) (E<sub>ta</sub>) (square feet) (Adjusted Factor)

**Monthly Totals:**  
 MAWA / Month =  $ET_0 \text{ for Month} \times \text{Annual MAWA} / \text{Annual } ET_0$

LA = Landscape Area of Site (Square Feet) = 5,185 s.f.  
 0.623 = Conversion Factor for Gallons

KL = Average Landscape Coefficient = 0.50  
 IE = Target Irrigation Efficiency of 62.5% (0.623)

ET<sub>0</sub> (Point Pinos, Pacific Grove Weather station CIMIS #193 Reference : Evapotranspiration  
 (ET<sub>0</sub> per Year) = 37.21 (Zone 1 Coastal CA) = Gallons - Per - Acre - Feet

Area Total Irrigated low volume spray & drip maximum = 5,185 square feet  
 \*Note: Plants do not occupy every square inch.

MAWA =  $37.21 \times 0.80 \times 5,185 \text{ s.f.} \times 0.623 = 29.51 / 100 \text{ or } 0.2951 \text{ (Acre Feet Per Year)}$   
 325,851

Gallons - Per - Year = 96,158.23 (MAWA)

**ETWU (Estimated Total Water Use)**  
 These calculations use plant type as a Method as comparison to the overall area figures above for the MAWA. Total Planted Area Equals 5,185 s.f. same and the Point Pinos Weather Station #193 is also used in these Calculations.

The Total Landscape Water Gallons per year based upon AREA FACTOR IS THE MAWA is 96,158. gallons. Using the ETWU Method individual plants are given a factor plus each irrigation zone is evaluated for its distributions uniformity efficiency. Plant factors of .4 and .6 were used. All Irrigated Zones are Drip supplied.

## ESTIMATED TOTAL WATER USE / ETWU

Hydrozone #	Annual ET <sub>0</sub>	Effective rainfall x	plant factor x (sq. ft.)	landscape area	DUXME x	gal conversion =	total gallons
1	37.21	4.92	0.50	1,174.00	0.85	0.623	13,892.34
2	37.21	4.92	0.40	884.00	0.85	0.623	8,368.53
3	37.21	4.92	0.50	555.00	0.85	0.623	6,567.50
4	37.21	4.92	0.40	1,473.00	0.85	0.623	13,944.40
5	37.21	4.92	0.60	1,099.00	0.85	0.623	15,605.80
				5,185.00	TOTAL		58,378.58

Annual estimated applied water = (ET<sub>0</sub>-ER) x Pf x LA x .623/ DU x ME  
 ET<sub>0</sub>=reference ET; ER=Effective rainfall (Eto for Dec-Feb); Pf=Plant factor;  
 LA= Landscape area by hydrozone; .623= conversion factor to gallons; DU=Distribution Uniformity  
 ME= Management Efficiency

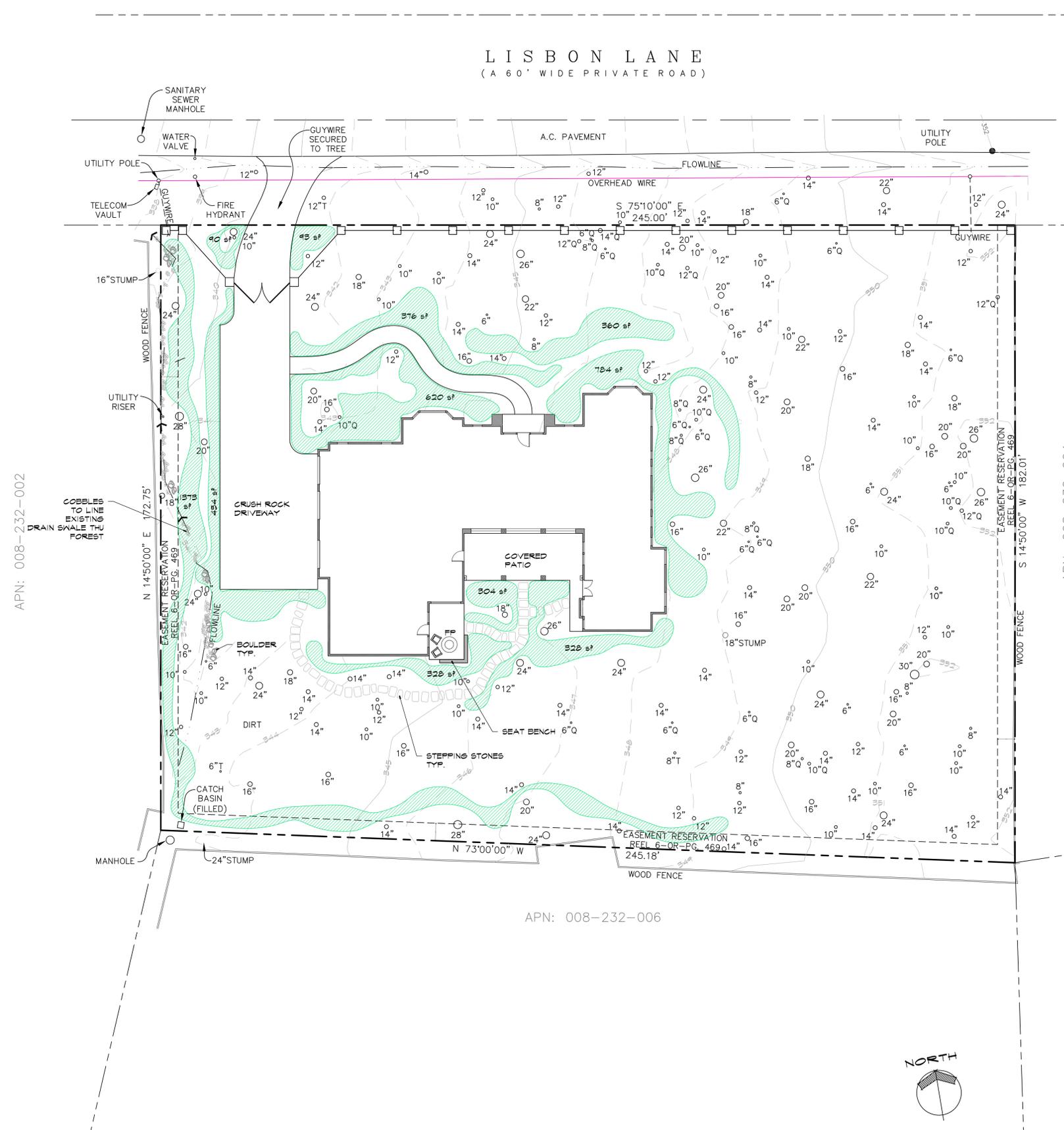
Annual estimated applied water = total sum of gallons from Hydrozones (IRRIGATION VALVES 1-5)  
 Annual estimated Total Water use (ETWU) = 58,378.58 gallons 0.18 acrefeet/year  
 MAWA 96,158.00 gallons/year 0.30 acrefeet/year

CIMIS based Pacific Grove Weather Station #193 Eto Values by 37.21(in)

**Definitions:**  
 Acre/FT = 325,732.900  
 KL = 0.500  
 IE = 0.623  
 Et adj = 0.803  
 Annual ET<sub>0</sub> = 37.210  
 Duxme = 0.620  
 Gallon Conversion = 0.623

## Water use by month MAWA

MAWA MONTH	FACTOR	GALLONS MONTH
January	1.47	3,798.77
February	1.90	4,909.98
March	3.11	8,036.86
April	4.20	10,853.63
May	4.77	12,326.62
June	4.82	12,453.83
July	4.05	10,466.00
August	3.61	9,328.95
September	3.15	8,140.22
October	2.85	7,364.56
November	1.81	4,677.40
December	1.47	3,798.77
Total Year Budget		96,158.00



APN: 008-232-002

APN: 008-232-006

APN: 008-232-004

PLN 150 669

Revisions

- Remove backyard pergola / add Mst. Sitting Area 11-29-2016

**Hall Landscape Design**  
 Landscape Architects #3405  
 582 Lighthouse Avenue  
 Pacific Grove, Ca 95950  
 (831) 655-3808 fax 655-3854  
 e-mail scot@halllandscape.com

REGISTERED LANDSCAPE ARCHITECT  
 SCOTT HALL #3405  
 SIGNATURE  
 DATE

**Werner Nase**  
 1412 Lisbon Lane  
 Pebble Beach, CA APN 008-232-003

**Estimated Water Use**

Page Title:

Job # 1515

Date 11-29-2016

Revision

Drawn By MASH

Sheet

APN: 008-232-004

PLN 150 669

**L-3**

of: 5 Sheets

MAXIMUM WATER WATER ALLOCATION (MAWA) & ESTIMATED TOTAL WATER USE (ETWU) CALCULATIONS

SCALE: 1" = 16'-0"

214

Revisions

- △ BLD. & DW MOVED 10-23-2015
- △ Remove backyard pergola / add Mst. Sitting Area 11-29-2016

**Hall Landscape Design**  
 Landscape Architects #3405  
 582 Lighthouse Avenue  
 Pacific Grove, Ca 93950  
 (831) 655-3808 fax 655-3854  
 e-mail: scott@halllandscape.com



**Werner Nase**  
 1412 Lisbon Lane  
 Pebble Beach, CA APN 008-232-003

**Irrigation Plan**

Page Title:

Job #	1515
Date	11-29-2016
Revision	
Drawn By	MASH
Sheet	

**L-4**  
of: 5 Sheets

**LISBON LANE**  
 (A 60' WIDE PRIVATE ROAD)

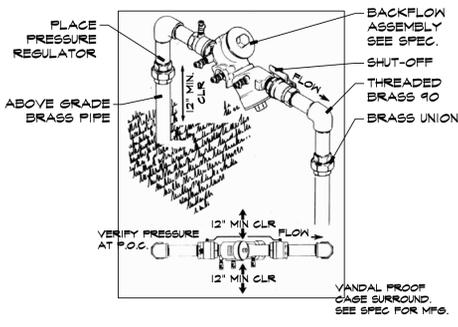
**PROPOSED IRRIGATION NOTES:**

IRRIGATION ZONES ARE DEFINED AS TO DELIVERY TYPE WHICH UNIFORMLY APPLIES IRRIGATION WATER TO EACH PLANT WITH EFFICIENT AND MATCHED PRECIPITATION INDIVIDUAL NOZZLES AND DRIP EMITTERS. THE ZONES HAVE BEEN CALIBRATED FOR ONE INCH (1") AUTOMATIC VALVES TIED BACK TO A TIME CLOCK. ADDITIONALLY A RAIN SENSOR IS LOCATED AND CONNECTED TO THE AUTOMATIC TIME CLOCK.

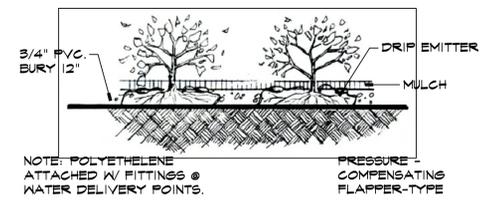
CONSTRUCTION DRAWINGS WILL SHOW DIAGRAMMATIC INDIVIDUAL NOZZLE LOCATIONS WITHIN EACH ZONE. THE FOLLOWING MATERIALS LIST IS A SUGGESTED PRODUCT TYPE FOR THE INSTALLATION DRAWING SET.

**IRRIGATION MATERIALS LIST**

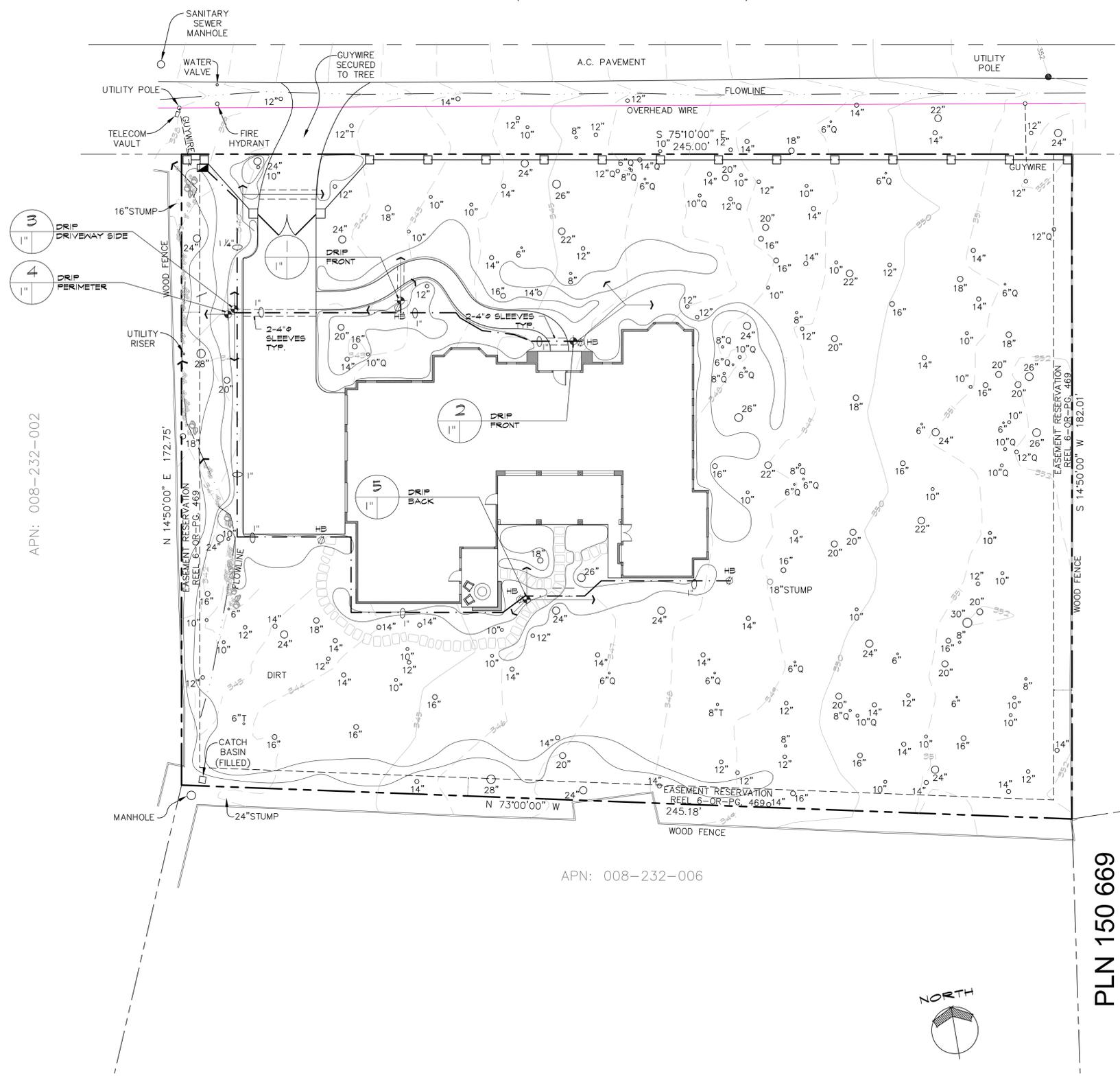
- RAIN SENSOR / Weathermatic RF55**  
Attach rain sensor to Utility Area Fence and interface with Irrigation Controller.
  - IRRIGATION CONTROLLER: WEATHERMATIC Smart Line 1600** locate in Utility Area. Outdoor GFI plug installed by project licensed Electrician.
  - Drip Emitters:**  
Emitter Model Agrafirm PC Plus pressure-compensating Emitters. See schedule 1/2" Tubing mfg. Argifirm Company.
  - PVC 3/4" Pipe** to designated areas. Fit polyethylene pipe and drip fittings to PVC and connect drip emitters. Distribute emitters around perimeter of plants. For specimen trees use concentric circle pipe layout. Install in line Pressure regulator by Netafim @ mid point on each drip run to be used as maintenance for Drip zones.
  - POC Point of Connection**  
1. Verify existing connection as provided adjacent to Water Meter at street edge.
  - Remote Valve:**  
1" Valve Weathermatic 21000 Series Valves to be placed into 10" Round Carson or Equal Irrigation Boxes (9"). Provide Dip filter at each valve location. Each valve install 3/4" Netafim Arkal Seninger 30 psi pre-set
  - Emitter Schedule:**  
Box Trees 5 / 1 gallon per hour emitters  
15 gallon Shrubs & Trees 4 / 1 gallon per hour  
5 gallon Shrubs & Trees 1 / 2 gallon per hour  
1 gallon Shrubs & Trees 1 / 1 gallon per hour
  - Subsurface Drip Tubing (Netafim Techline)**  
Emitter spacing 6" on center in tube
  - Mainline:**  
SCH 40 PVC Pipe (Mfg. Crestline or PWP)
  - Lateral Pipe:**  
SCH 40 PVC Pipe (Mfg. Crestline or PWP)
  - Sleeve:**  
Use minimum pipe 2 sizes larger than pipe where it is necessary under walks  
Sleeves installed under motor court by building contractor
  - Hose Bib:**  
• Champion 1" Garden Valve Inlet  
• Quick Coupler Valves in locations
- Note:**  
Substitution of Materials shall be approved in writing by Project Landscape Architect prior to delivery to the site.



**BACKFLOW ASSEMBLY**  
NTS



**DRIP IRRIGATION DISPERSAL**  
NTS

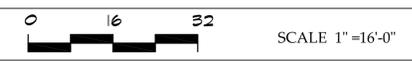


APN: 008-232-002

APN: 008-232-006

PLN 150 669

**PRELIMINARY IRRIGATION PLAN**



Revisions

- △ BLD. & DW MOVED 10-23-2015
- △ DW Reduced / E Path removed walk front entry reconfigured 03-29-2016
- △ Remove backyard pergola / add Mt. Sitting Area 11-29-2016

**Hall Landscape Design**  
Landscape Architects #3405  
582 Lighthouse Avenue  
Pacific Grove, Ca 93950  
(831) 655-3808 fax 655-3854  
e-mail scott@halllandscape.com



**Werner Nase**  
1412 Lisbon Lane  
Pebble Beach, CA APN 008-232-003

**Planting Plan**

Page Title:

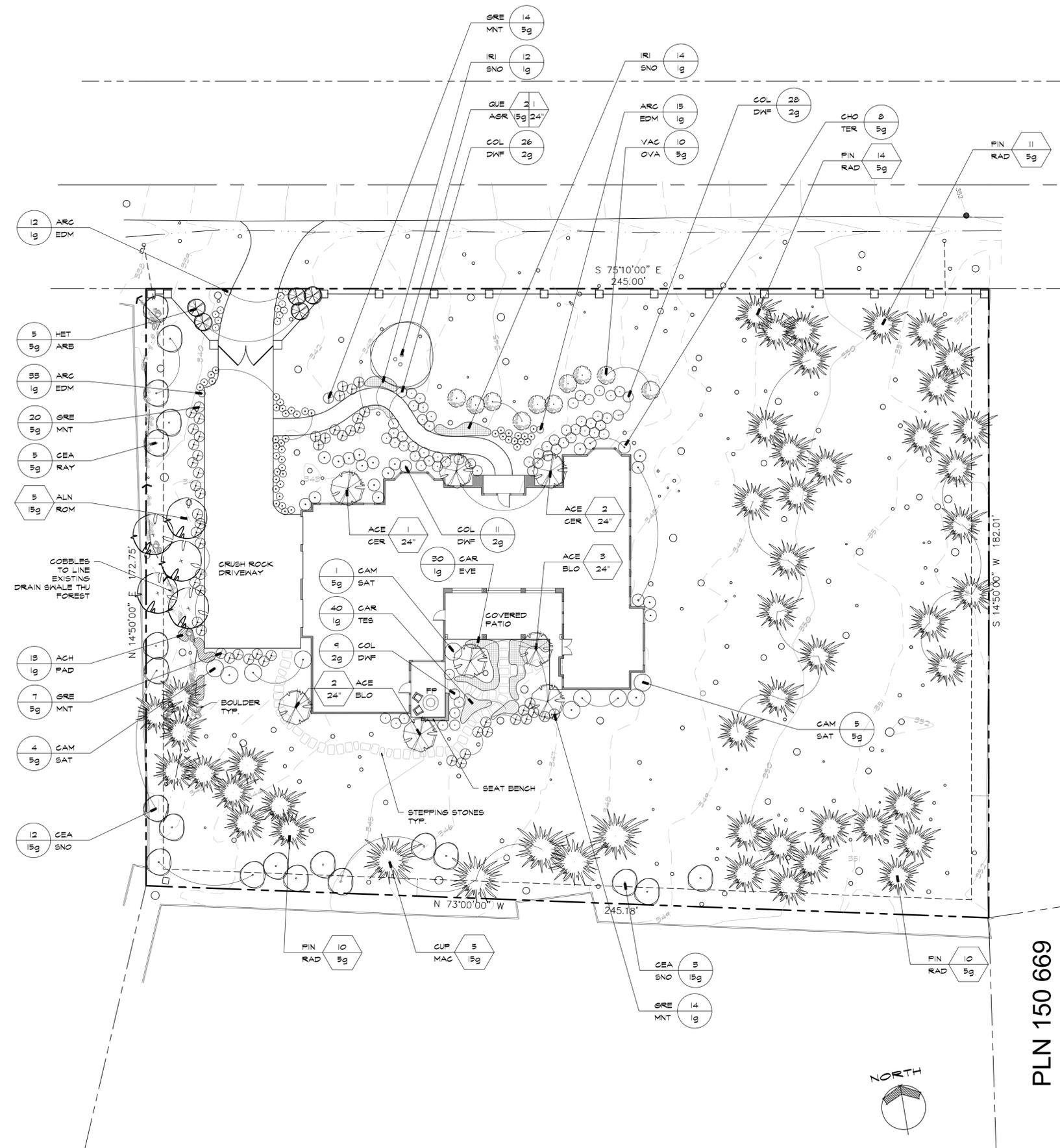
Job # 1515  
Date 11-29-2016  
Revision  
Drawn By MASH  
Sheet

**L-5**  
of: 5 Sheets

**PLANT LIST:**

Symbol	Botanical Name	Common Name	TYPE CA Native DT Drought	Size	QTY.
<b>TREES:</b>					
ACE CER	<i>Acer circinatum</i>	Vine Maple	Tree / Shrub *CN	24" Box	3
ACH PAD	<i>Achillea millefolium</i> 'Moonshine'	Yarrow	Perennial	1 gallon	13
ACE BLO	<i>Acer palmatum</i> 'Bloodgood'	Japanese Maple	Tree	24" Box	5
ALN ROM	<i>Alnus rostrata</i>	Alder	Tree	15 gallon	5
ARC EDM	<i>Arctostaphylos edmundsii</i>	Manzanita	Ground Cover *CN	1 gallon	60
CAM SAT	<i>Camellia</i> 'Setsugekka'	Sasanqua	Low Shrub	5 gallon	10
CAR EVE	<i>Carex oshimensis</i> 'Everest'	Variegated Carex	Grass	1 gallon	50
CAR TES	<i>Carex testacea</i> 'Prairie Fire'	Drought NZ wind grass	Grass	1 gallon	40
CEA RAY	<i>Ceanothus</i> g. 'Ray Hartman'	Tree form Coast Lilac	Shrub * CN	5 gallon	5
CEA THY	<i>Ceanothus thyrsiflorus</i> 'Snow Flurry'	White Flowering Ceanothus	Shrub * CN	5 gallon	15
CHO TER	<i>Choylia ternata</i>	Mock Orange	Shrub	5 gallon	2
COL DWF	<i>Coleanema pulchrum</i> 'Dwarf Form'	Breath of Heaven Dwarf	Shrub / **DT	2 gallon	74
CUP MAC	<i>Cupressus macrocarpa</i>	Monterey Cypress	Tree / *CN	15 gallon	5
GRE MNT	<i>Grevillea lanigera</i> Mt. Tamabortha'	Grevillea low form	SC / **DT	5 gallon	55
HET ARB	<i>Heteromeles arbutifolia</i>	Toyon	Shrub *CN	5 gallon	5
IRI SNO	<i>Iris douglasiana</i> spp.	Douglas Iris species	Perennial ** DT	1 gallon	26
PAN LAD	<i>Pandorea jasminoides</i> 'Lady D'	White Pandorea	Vine	5 gallon	0
PIN RAD	<i>Pinus radiata</i>	Monterey Pine	Tree ** DT	5 gallon	45
QUE AGR	<i>Quercus agrifolia</i>	Coastal Live Oak	Tree **DT	15g	2
QUE AGR	<i>Quercus agrifolia</i>	Coastal Live Oak	Tree **DT	24"	1
TRA JAS	<i>Trachelospermum jasminoides</i>	Star Jasmine ground cover	SC	1 gallon	10
VAC OVA	<i>Vaccinium ovatum</i>	Monterey Huckleberry	Shrub ** DT	5 gallon	10
Seed	Disturbed areas. Seeding to be made in late fall rate per 1,000 square feet / lbs. Seed specifics to be covered in Construction document Plan set	Seeds California Flora: <i>Deschampsia holiformis</i> (5lb) <i>Festuca Rubra</i> (10 lbs.) <i>Nosella cernua</i> (4lbs.) Annuals & Perennials: <i>Eschscholtzia californica</i> <i>Achillea millefolium</i>			
Mulch	Fir-Bark / Medium size Mulch Spread 2" Cover				
**DT	Water Saving Plants				
*CN	California Native Plant				

- NOTES:**
- PINE TREE REPLACEMENT:**
    - REPLACEMENT FOLLOWS ARBORIST FRANK ONO'S NOVEMBER 2015 FOREST MANAGEMENT REPORT OUT LINES A 1:1 REPLACEMENT FACTOR. SOME 40 PINUS RADIATA FIVE GALLON TREES & THE BALANCE IN NATIVE CYPRESS TREES COMPLY WITH THE 1:1 REPLACEMENT REQUIREMENT. CYPRESS TO BE PLANTED ARE LARGER THAN OVER STORY CANOPY TREE REQUIREMENTS.
    - IN ADDITION NATIVE CALIFORNIA OAK TREES AND MANY NATIVE AND ENDEMIC MONTEREY PENINSULA SHRUBS HAVE BEEN ADDED TO THE PLANT PALETTE.
    - THE LOCAL COASTAL PLAN CONCERN FOR PROTECTION OF IDENTIFIED FOREST RESOURCES IN THE DEVELOPED DEL MONTE FOREST AREA FOR PROTECTION ATTRIBUTES WITH THE ABUNDANCE OF NOT ONLY NATIVE CALIFORNIA PLANT SPECIES BUT ADDITIONALLY PLANTS PARTICULAR AND ENDEMIC TO THIS REGION OF THE DEL MONTE FOREST.
    - TREES USED IN THIS LANDSCAPE / PINUS RADIATA & CUPRESSUS MACROCARPA ARE TO BE SELECTED FROM THE PEBBLE BEACH / DEL MONTE FOREST SEED STOCK.



PRELIMINARY LANDSCAPE PLANTING PLAN

SCALE: 1" = 16'-0"



**Nase Property- 1412 Lisbon Lane, Pebble Beach**



**Staking and Flagging**

# Attachment G

This page intentionally left blank.

**Notice of Completion & Environmental Document Transmittal**

Mail to: State Clearinghouse, P.O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613

For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

SCH #

**Project Title:** Nase Werner Jr TrustLead Agency: County of Monterey-RMA PlanningContact Person: Nadia Amador, Assoc. PlannerMailing Address: 1441 Schilling Place, South 2nd FloorPhone: 831-755-4800City: SalinasZip: CACounty: Monterey**Project Location:** County: MontereyCity/Nearest Community: Pebble BeachCross Streets: Cortez RoadZip Code: 93953Longitude/Latitude (degrees, minutes and seconds): 36 ° 34 ' 41.9 " N / 121 ° 56 ' 43.1 " W Total Acres: .998 (less than 1ac)Assessor's Parcel No.: 008-232-003-000

Section: \_\_\_\_\_

Twp.: \_\_\_\_\_

Range: \_\_\_\_\_

Base: \_\_\_\_\_

Within 2 Miles: State Hwy #: Hwy 1Waterways: Pacific Ocean, Pebble BeachAirports: N/ARailways: N/ASchools: Stevenson School**Document Type:**CEQA:  NOP Draft EIRNEPA:  NOIOther:  Joint Document Early Cons Supplement/Subsequent EIR EA Final Document Neg Dec

(Prior SCH No.) \_\_\_\_\_

 Draft EIS Other: \_\_\_\_\_ Mit Neg Dec

Other: \_\_\_\_\_

 FONSI**Local Action Type:** General Plan Update Specific Plan Rezone Annexation General Plan Amendment Master Plan Prezone Redevelopment General Plan Element Planned Unit Development Use Permit Coastal Permit Community Plan Site Plan Land Division (Subdivision, etc.) Other: \_\_\_\_\_**Development Type:** Residential: Units 1 Acres 1 Office: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_ Transportation: Type \_\_\_\_\_ Commercial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_ Mining: Mineral \_\_\_\_\_ Industrial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_ Power: Type \_\_\_\_\_ MW \_\_\_\_\_ Educational: \_\_\_\_\_ Waste Treatment: Type \_\_\_\_\_ MGD \_\_\_\_\_ Recreational: \_\_\_\_\_ Hazardous Waste: Type \_\_\_\_\_ Water Facilities: Type \_\_\_\_\_ MGD \_\_\_\_\_ Other: \_\_\_\_\_**Project Issues Discussed in Document:** Aesthetic/Visual Fiscal Recreation/Parks Vegetation Agricultural Land Flood Plain/Flooding Schools/Universities Water Quality Air Quality Forest Land/Fire Hazard Septic Systems Water Supply/Groundwater Archeological/Historical Geologic/Seismic Sewer Capacity Wetland/Riparian Biological Resources Minerals Soil Erosion/Compaction/Grading Growth Inducement Coastal Zone Noise Solid Waste Land Use Drainage/Absorption Population/Housing Balance Toxic/Hazardous Cumulative Effects Economic/Jobs Public Services/Facilities Traffic/Circulation Other: \_\_\_\_\_**Present Land Use/Zoning/General Plan Designation:**Low Density Residential**Project Description:** *(please use a separate page if necessary)*

Combined Development Permit consisting of: 1) a Coastal Administrative for the construction of a 5,385 square foot one-story single family dwelling with an attached garage, covered porch, and a detached 216 square foot gazebo; 2) a Coastal Development Permit for the removal of 46 Monterey pine trees; 3) a Coastal Development Permit for development within 100 feet of Environmental Sensitive Habitat (ESHA- Yadon's piperia and Monterey pine forest) and 4) a Design Approval.

Note: The State Clearinghouse will assign identification numbers for all new projects. If a SCH number already exists for a project (e.g. Notice of Preparation or previous draft document) please fill in.

**Reviewing Agencies Checklist**

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with an "X". If you have already sent your document to the agency please denote that with an "S".

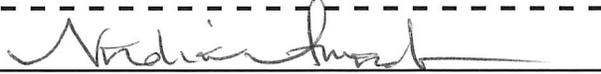
- |  |  |
|--|--|
| <input type="checkbox"/> Air Resources Board                         | <input type="checkbox"/> Office of Historic Preservation                     |
| <input type="checkbox"/> Boating & Waterways, Department of          | <input type="checkbox"/> Office of Public School Construction                |
| <input type="checkbox"/> California Emergency Management Agency      | <input type="checkbox"/> Parks & Recreation, Department of                   |
| <input type="checkbox"/> California Highway Patrol                   | <input type="checkbox"/> Pesticide Regulation, Department of                 |
| <input type="checkbox"/> Caltrans District # _____                   | <input type="checkbox"/> Public Utilities Commission                         |
| <input type="checkbox"/> Caltrans Division of Aeronautics            | <input type="checkbox"/> Regional WQCB # _____                               |
| <input type="checkbox"/> Caltrans Planning                           | <input type="checkbox"/> Resources Agency                                    |
| <input type="checkbox"/> Central Valley Flood Protection Board       | <input type="checkbox"/> Resources Recycling and Recovery, Department of     |
| <input type="checkbox"/> Coachella Valley Mtns. Conservancy          | <input type="checkbox"/> S.F. Bay Conservation & Development Comm.           |
| <input type="checkbox"/> Coastal Commission                          | <input type="checkbox"/> San Gabriel & Lower L.A. Rivers & Mtns. Conservancy |
| <input type="checkbox"/> Colorado River Board                        | <input type="checkbox"/> San Joaquin River Conservancy                       |
| <input type="checkbox"/> Conservation, Department of                 | <input type="checkbox"/> Santa Monica Mtns. Conservancy                      |
| <input type="checkbox"/> Corrections, Department of                  | <input type="checkbox"/> State Lands Commission                              |
| <input type="checkbox"/> Delta Protection Commission                 | <input type="checkbox"/> SWRCB: Clean Water Grants                           |
| <input type="checkbox"/> Education, Department of                    | <input type="checkbox"/> SWRCB: Water Quality                                |
| <input type="checkbox"/> Energy Commission                           | <input type="checkbox"/> SWRCB: Water Rights                                 |
| <input type="checkbox"/> Fish & Game Region _____                    | <input type="checkbox"/> Tahoe Regional Planning Agency                      |
| <input type="checkbox"/> Food & Agriculture, Department of           | <input type="checkbox"/> Toxic Substances Control, Department of             |
| <input type="checkbox"/> Forestry and Fire Protection, Department of | <input type="checkbox"/> Water Resources, Department of                      |
| <input type="checkbox"/> General Services, Department of             |  |
| <input type="checkbox"/> Health Services, Department of              | <input type="checkbox"/> Other: _____  |
| <input type="checkbox"/> Housing & Community Development             | <input type="checkbox"/> Other: _____  |
| <input type="checkbox"/> Native American Heritage Commission         |  |

-----  
**Local Public Review Period (to be filled in by lead agency)**

Starting Date July 5, 2017 Ending Date August 4, 2017

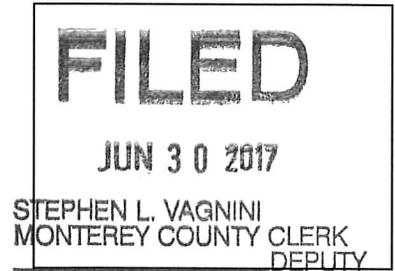
-----  
**Lead Agency (Complete if applicable):**

Consulting Firm: _____	Applicant: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Contact: _____	Phone: _____
Phone: _____	

-----  
**Signature of Lead Agency Representative:**  **Date:** 06/30/2017

Authority cited: Section 21083, Public Resources Code. Reference: Section 21161, Public Resources Code.

County of Monterey  
 State of California  
**MITIGATED NEGATIVE DECLARATION**



<b>Project Title:</b>	Nase Werner Jr Trust
<b>File Number:</b>	PLN150669
<b>Owner:</b>	Nase Werner Jr Trust
<b>Project Location:</b>	1412 Lisbon Lane, Pebble Beach
<b>Primary APN:</b>	008-232-003-000
<b>Project Planner:</b>	Nadia Amador
<b>Permit Type:</b>	Combined Development Permit
<b>Project Description:</b>	Combined Development Permit consisting of: 1) a Coastal Administrative for the construction of a 5,385 square foot one-story single family dwelling with an attached garage, covered porch, and a detached 216 square foot gazebo; 2) a Coastal Development Permit for the removal of 46 Monterey pine trees; 3) a Coastal Development Permit for development within 100 feet of Environmental Sensitive Habitat (ESHA-Yadon's piperia and Monterey pine forest) and 4) a Design Approval. The property is located at 1412 Lisbon Lane, Pebble Beach (Assessor's Parcel Number 008-232-003-000), Del Monte Forest Land Use Plan, Coastal Zone.

THIS PROPOSED PROJECT WILL NOT HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT AS IT HAS BEEN FOUND:

- a) That said project will not have the potential to significantly degrade the quality of the environment.
- b) That said project will have no significant impact on long-term environmental goals.
- c) That said project will have no significant cumulative effect upon the environment.
- d) That said project will not cause substantial adverse effects on human beings, either directly or indirectly.

<b>Decision Making Body:</b>	Monterey County Planning Commission
<b>Responsible Agency:</b>	County of Monterey
<b>Review Period Begins:</b>	July 5, 2017
<b>Review Period Ends:</b>	August 4, 2017

Further information, including a copy of the application and Initial Study are available at the Monterey County Resource Management Agency – Planning, 1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, CA/(831) 755-5205.

# MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS  
1441 Schilling Place, South 2<sup>nd</sup> Floor (831)755-4800  
Salinas, California 93901-4527 [www.co.monterey.ca.us/rma](http://www.co.monterey.ca.us/rma)

## NOTICE OF INTENT TO ADOPT A MITIGATED NEGATIVE DECLARATION MONTEREY COUNTY PLANNING COMMISSION

NOTICE IS HEREBY GIVEN that Monterey County Resource Management Agency – Planning has prepared a draft Mitigated Negative Declaration, pursuant to the requirements of CEQA, for a Combined Development Permit (Nase, PLN150669) at 1412 Lisbon Lane, Pebble Beach (APN 008-232-003-000) (see description below).

The Mitigated Negative Declaration and Initial Study, as well as referenced documents, are available for review at Monterey County Resource Management Agency – Planning, 1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, California. The Mitigated Negative Declaration and Initial Study are also available for review in an electronic format by following the instructions at the following link: <http://www.co.monterey.ca.us/government/departments-i-z/resource-management-agency-rma/-planning/resources-documents/environmental-documents/pending>.

The Monterey County Planning Commission will consider this proposal at a meeting on August 9, 2017 at a time to be determined in the Monterey County Board of Supervisors Chambers, 168 West Alisal, 2<sup>nd</sup> Floor, Salinas, California. Written comments on this Mitigated Negative Declaration will be accepted from July 5, 2017 to August 4, 2017. Comments can also be made during the public hearing.

### **Project Description:**

Combined Development Permit consisting of: 1) a Coastal Administrative for the construction of a 5,385 square foot one-story single family dwelling with an attached garage, covered porch, and a detached 216 square foot gazebo; 2) a Coastal Development Permit for the removal of 46 Monterey pine trees; 3) a Coastal Development Permit for development within 100 feet of Environmental Sensitive Habitat (ESHA- Yadon's piperia and Monterey pine forest) and 4) a Design Approval. The property is located at 1412 Lisbon Lane, Pebble Beach (Assessor's Parcel Number 008-232-003-000), Del Monte Forest Land Use Plan, Coastal Zone.

We welcome your comments during the 30-day public review period. You may submit your comments in hard copy to the name and address above. The Agency also accepts comments via e-mail or facsimile but requests that you follow these instructions to ensure that the Agency has received your comments. To submit your comments by e-mail, please send a complete document including all attachments to:

[CEQAcomments@co.monterey.ca.us](mailto:CEQAcomments@co.monterey.ca.us)

An e-mailed document should contain the name of the person or entity submitting the comments and contact information such as phone number, mailing address and/or e-mail address and include any and all attachments referenced in the e-mail. To ensure a complete and accurate

record, we request that you also provide a follow-up hard copy to the name and address listed above. If you do not wish to send a follow-up hard copy, then please send a second e-mail requesting confirmation of receipt of comments with enough information to confirm that the entire document was received. If you do not receive e-mail confirmation of receipt of comments, then please submit a hard copy of your comments to ensure inclusion in the environmental record or contact the Agency to ensure the Agency has received your comments.

Facsimile (fax) copies will be accepted with a cover page describing the extent (e.g. number of pages) being transmitted. A faxed document must contain a signature and all attachments referenced therein. Faxed document should be sent to the contact noted above at **(831) 757-9516**. To ensure a complete and accurate record, we request that you also provide a follow-up hard copy to the name and address listed above. If you do not wish to send a follow-up hard copy, then please contact the Agency to confirm that the entire document was received.

**For reviewing agencies:** Resource Management Agency – Planning requests that you review the enclosed materials and provide any appropriate comments related to your agency's area of responsibility. The space below may be used to indicate that your agency has no comments or to state brief comments. In compliance with Section 15097 of the CEQA Guidelines, please provide a draft mitigation monitoring or reporting program for mitigation measures proposed by your agency. This program should include specific performance objectives for mitigation measures identified (CEQA Section 21081.6(c)). Also inform this Agency if a fee needs to be collected in order to fund the mitigation monitoring or reporting by your agency and how that language should be incorporated into the mitigation measure.

All written comments on the Initial Study should be addressed to:

County of Monterey  
Resource Management Agency – Planning  
Attn: Nadia Amador, Associate Planner  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California

Re: Nase; File Number PLN150669

From: Agency Name: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

- No Comments provided
- Comments noted below
- Comments provided in separate letter

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **DISTRIBUTION**

1. State Clearinghouse (15 CD copies + 1 hard copy of the Executive Summary) – include the Notice of Completion
2. County Clerk’s Office
3. California Coastal Commission
4. Monterey Bay Air Resources District
5. California Department of Fish & Wildlife, Marine Region, Attn: Steven Rienecke
6. US Fish & Wildlife Service Dept of Interior, Ventura Office, Attn Christopher Diehl
7. Monterey County RMA-Environmental Services
8. Monterey County Environmental Health Bureau
9. Del Monte Forest Conservancy
10. Cheryl Burrell, Pebble Beach Company
11. Nase Werner, Owner
12. Patrick Regan, Agent
13. The Open Monterey Project
14. LandWatch Monterey County
15. Property Owners & Occupants within 300 feet (**Notice of Intent only**)

### **Distribution by e-mail only (Notice of Intent only):**

16. U.S. Army Corps of Engineers (San Francisco District Office: Katerina Galacatos: [galacatos@usace.army.mil](mailto:galacatos@usace.army.mil))
17. Emilio Hipolito ([ehipolito@nccrc.org](mailto:ehipolito@nccrc.org))
18. Molly Erickson ([Erickson@stamplaw.us](mailto:Erickson@stamplaw.us))
19. Margaret Robbins ([MM\\_Robbins@comcast.net](mailto:MM_Robbins@comcast.net))
20. Michael Weaver ([michaelrweaver@mac.com](mailto:michaelrweaver@mac.com))
21. Monterey/Santa Cruz Building & Construction ([Office@mscbctc.com](mailto:Office@mscbctc.com))
22. Tim Miller ([Tim.Miller@amwater.com](mailto:Tim.Miller@amwater.com))

*Revised 4/26/2017*

# MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY

Carl P. Holm, AICP, Director



LAND USE & COMMUNITY DEVELOPMENT | PUBLIC WORKS & FACILITIES | PARKS  
1441 Schilling Place, South 2<sup>nd</sup> Floor (831) 755-4800  
Salinas, California 93901-4527 www.co.monterey.ca.us/rma

## *INITIAL STUDY*

### *I. BACKGROUND INFORMATION*

**Project Title:** NASE WERNER JR TRUST

---

**File No.:** PLN150669

---

**Project Location:** 1412 Lisbon Lane, Pebble Beach

---

**Name of Property Owner:** NASE WERNER JR TRUST

---

**Name of Applicant:** NASE WERNER JR TRUST

---

**Assessor's Parcel Number(s):** 008-232-003-000

---

**Acreage of Property:** .998 acres (43,456 square feet)

---

**General Plan Designation:** Low Density Residential

---

**Zoning District:** LDR/1.5-D (CZ) [Low Density Residential, 1.5 acres per unit, with Design Control Overlay (Coastal Zone)]

---

**Lead Agency:** RMA-Planning

---

**Prepared By:** Nadia Amador, Associate Planner

---

**Date Prepared:** June 30, 2017

---

**Contact Person:** Nadia Amador, Associate Planner

---

**Phone Number/Email:** (831) 755-5114/ amador@co.monterey.ca.us

---

## ***II. DESCRIPTION OF PROJECT AND ENVIRONMENTAL SETTING***

### **A. Description of Project:**

The property is located at 1412 Lisbon Lane in Pebble Beach, Monterey County (Assessor's Parcel Number 008-232-003-000), Del Monte Forest Land Use Plan, Coastal zone. The parcel is zoned Low Density Residential/1.5 Units per acre, Design Control area, in the Coastal Zone or "LDR/1.5-D (CZ)".

The proposed development includes the construction of a one-story single family residence (4 bedroom, 4.5 baths) with an attached three car garage, covered porch, detached gazebo and a wall with an entry gate. The square footages for these are as follows:

- Residence, 4,078 square feet
- Attached Garage, 889 square feet
- Attached Covered Porch, 418 square feet
- Detached Gazebo, 216 square feet

Total lot coverage proposed is of 5,601 square feet. There will be approximately 3,300 square feet of coverage by pavement, some of which will be permeable material. The total percentage of lot coverage is proposed at 12.8 percent. The proposed floor area ratio is 11.4 percent. Associated grading consists of approximately 500 cubic yards of cut and 500 cubic yards of fill.

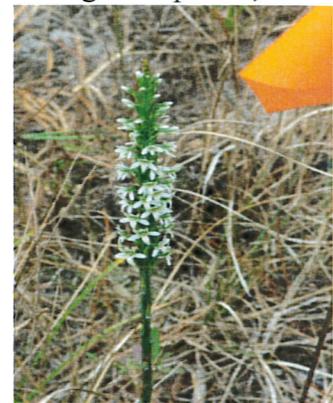
*Entitlements:* The project requires the following entitlements: A Combined Development Permit consisting of: 1) a Coastal Administrative for the construction of a 5,385 square foot one-story single family dwelling with an attached garage, covered porch, and a detached 216 square foot gazebo; 2) a Coastal Development Permit for the removal of 46 Monterey pine trees; 3) a Coastal Development Permit for development within 100 feet of Environmental Sensitive Habitat (ESHA- Yadon's Piperia and Monterey pine woodland); and 4) Design Approval.

*Tree Removal:* The Del Monte Forest Land Use Plan and Monterey County Zoning Ordinance identify Monterey pine and Coast live oak trees as native tree species requiring protection and special consideration for their management. Specifically, Section 20.147.050, Forest Resources, states that a Forest Management Plan shall be required for all projects located in a forested area that require a discretionary permit. A Tree Resource Assessment Management Plan (Source IX-8) has been prepared by a certified arborist due to the proposed construction. It states that the proposed development is within an existing stand of Monterey pine and Coast live oak trees and the removal of 46 Monterey pine trees on this site is necessary with the potential of an additional seven trees to be monitored. It further states that tree removal on this site will be unavoidable due to the heavily wooded site. The arborist describes the population of pines on this site as overstocked for a one acre lot with approximately 200 trees; Many in dead, falling and in poor condition. Several of the oak trees are suppressed and range from poor to fair condition. Prior to the applicant's submittal of current development plans (Source IX-1), the applicant worked with staff to reduce the tree removal by about ten trees, in an attempt to save groupings of healthy landmark trees. This resulted in the proposed removal of 46 Monterey pine of the following sizes: (Four (4) landmark sized (24 inches or greater in diameter); 11 trees in the 13 to 23 inches in diameter; and 31 trees in the 12 inches or less in diameter. Landmark trees are trees measuring

24 inches or more in diameter; and significant trees are trees measuring greater than 12 inches in diameter. Seven (7) additional trees may need to be monitored during grading and excavation as stated in the Tree Resource Assessment Management Plan. Replacement of trees is a requirement of the Del Monte Forest Land Use Plan at a minimum of a 1:1 replacement ratio for trees removed. The forestry assessment recommends the 1:1 replacement of the 46 trees along the perimeter of the property.

*Environmental Sensitive Habitat Areas (ESHA):* Pursuant to Section 20.147.040, Environmental Sensitive Habitat Areas or ESHA of the Del Monte Forest Land Use Plan Area, areas that support plan species for which there is compelling evidence or rarity [e.g. those areas designated 1b (rare or endangered in California and elsewhere) or 2 (rare, threatened or endangered in California but common elsewhere) by the California Native Plant Society. Biological surveys confirmed that two sensitive species occurred on the Nase property. They are the Monterey pine and the *Piperia yadonii* (common name: Yadon’s piperia):

- *Monterey pine:* This tree is on California Native Plant Society’s list 1B, which includes plants rare, threatened and endangered in California and elsewhere. It is specifically designated as 1B.1 which includes plants that are seriously endangered. The designation pertains to natural stands of this tree. This is the dominant tree on the property. As previously noted under the *Tree Removal* information, 46 Monterey pine trees are proposed to be removed at this site.
- *Yadon’s piperia:* This is an endangered orchid, federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere .1: Seriously endangered in California). This is a wildflower that may be dormant and not emerge above the soil surface until the spring, where it would leaf producing flowers on erect spikes. Within the Nase property and a section of Pebble Beach right-of-way along the southern side of Lisbon Lane are 5 individual separate areas of Yadon’s piperia habitat containing a total of approximately 437 (at minimum) individual *Piperia* plants, fifty-nine (59) of which are located in the proposed house footprint area (Source IX-15). The population of the *Piperia* is shaped like a capital T; with the top part to the T along the frontage part of the property on Lisbon Lane and the post of the T running south through the middle of the Nase property where the proposed south east corner of the residence would be located.



A Mitigation and Monitoring Plan (MMP) for this site has been prepared by Regan Biological and Horticultural Consulting, LLC (RBHC) to offset the impacts to Monterey pine woodland and *Piperia yadonii* plants resulting from the construction activities. See *IX. References, item 15 for MMP*. The MMP states that three (3) potential mitigation possibilities were examined which were:

- 1) Total avoidance by redesigning the project to avoid the removal of all *Piperia* plants and mitigation on-site. This would require the entire proposed footprint of home and

driveway to be significantly reduced and moved to the southern edge of the lot. With this option, the long term indirect impacts of the development and surrounding neighborhood would still cause the decline of the *Piperia* population.

- 2) Large percentage of avoidance by removing the *Piperia* located in the proposed development footprint and mitigation on-site by replanting on-site to frontage of property (along Lisbon Lane) and Pebble Beach right-of-way. As in the previous option, the long term indirect impacts of the development and surrounding neighborhood would still cause the decline of the *Piperia* population.
- 3) Proceeding with the development plan as is and mitigating for the *Piperia* offsite by transplanting all of the known plants to a receiver site in the Del Monte Forest and maintain and monitor for success for five (5) years. Mitigate for loss of Monterey pine and pine woodland by replanting on the site as per the Forest Management Plan.

After discussion with members of different organizations including staff from United States Fish and Wildlife Service (USFWS), Option 3 was selected. Through implementation of the Mitigation and Monitoring Plan for Option 3, potential impacts to biological resources would be reduced to less than significant levels. See *Section VI. Environmental Checklist, Item 4. Biological Resources* of this Initial Study for detailed biological assessment.

#### **B. Surrounding Land Uses and Environmental Setting:**

The project site is located in Pebble Beach, a small coastal resort destination and an unincorporated community within the jurisdiction of Monterey County, located in the Monterey Peninsula. The Nase property is located at 1412 Lisbon Lane in Pebble Beach, in a developed residential community. It is .998 acres (43,456 square feet) in size and is rectangular in shape. It is an undeveloped lot of record surrounded by parcels with large homes, varying in age on similar sized lots. The zoning for this property and for adjacent properties is Low Density Residential in the Coastal Zone.

The site is relatively flat (5% to 8% slope) and covered primarily of upper canopy Monterey pine with some scattered understory Coast live oak and shrubs (willow, acacia and huckleberry). As discussed in *Section A: Description of Project*, the site has a large population of *Piperia yadonii* (common name: Yadon's piperia).

Pebble Beach includes land set aside for preservation administered by the Del Monte Forest Conservancy, a non-profit organization designated by Monterey County and the California Coastal Commission to acquire and manage certain properties by conservation easement. The coastal portion of Pebble Beach is within the Del Monte Forest LUP. The Del Monte Forest LUP is a large area that extends inland three to four miles and is located along 7 miles of central California shoreline. The Del Monte Forest LUP is organized around eight planning areas: Spanish Bay, Spyglass Cypress, Middle Fork, Pescadero, Huckleberry Hill, Gowen Cypress, Country Club and the Pebble Beach sub-area, which is where the subject property is located in.

The Pebble Beach Planning Area is approximately 1,300 acres and it is the largest of the Del Monte Forest planning areas, comprising the majority portion of the Forest. It is bordered by the Spyglass Cypress and Middle Form planning areas to the north and the Pescadero planning area to the east. Important considerations for this area include the presence of rare native Monterey cypress habitat between Pescadero Point and Cypress Point; several cultural resources sites, the presence of Cypress Point fault and proximity to the Carmel Bay Area of Special Biological Significance (ASBS).

The subject property is the southern boundary of the Seal Rock Watershed. Development in this watershed is subject to specific restrictions and criteria in order to ensure that the water quality and biological value of the Del Monte Forest's coastal streams, wetlands, open coastal waters, and the Carmel Bay are protected and maintained.

**C. Other public agencies whose approval is required:**

This project is located within the Coastal zone of Monterey County. Although the project is not required to receive separate approval from the California Coastal Commission (CCC), the CCC has appeal authority on projects located between the sea and the first public road.

Potential impacts to biological resources are addressed in the Biology section of this document and are anticipated to be less than significant with mitigation incorporated. See *Section VI. Environmental Checklist, Item 4. Biological Resources* of this Initial Study for detailed biological information. At this time it is anticipated that no additional permits are required from outside agencies, including the California Department of Fish and Wildlife (CDFW), although the project is required to pay the CDFW fee.

**D. Project Impacts:**

*No impact to the following resources:* The subject project does not have a substantial adverse effect on a scenic vista, damage scenic resources, degrade the existing visual character or quality of the site and surroundings, or create a new source of substantial light or glare. The property is not located within Prime or Unique Farmlands, forest land; and is not considered a mineral resource recovery site. The result of project implementation would not require large amounts of water usage, create large amounts of wastewater, produce or utilize hazardous materials, produce excessive noise or ground borne vibration, induce or reduce the population or availability of housing, or cause reduction of the existing level of services for fire, police, public schools, or parks. Therefore, the project would have no impact on Aesthetics, Agriculture and Forest Resources, Air Quality, Geology and Soils, Hazards/Hazardous Materials, Hydrology/Water Quality, Land Use/Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation/Traffic, Utilities and Service Systems.

*Less than significant impact to following resources:* Less than significant impacts have been identified for Greenhouse Gas Emissions. Implementation of the project would incorporate conditions of approval to assure compliance with County requirements to the extent that they

reduce the identified potential impacts. Therefore, mitigations were not necessary for the project to have a less than significant impact on these resources.

*Less than significant impact with mitigation incorporated:* The project has a less than significant impact with mitigation incorporated to biological resources and cultural resources. See *Section VI. Environmental Checklist, Item 4. Biological Resources and Item 5. Cultural Resources* of this Initial Study for detailed assessment of these resources.

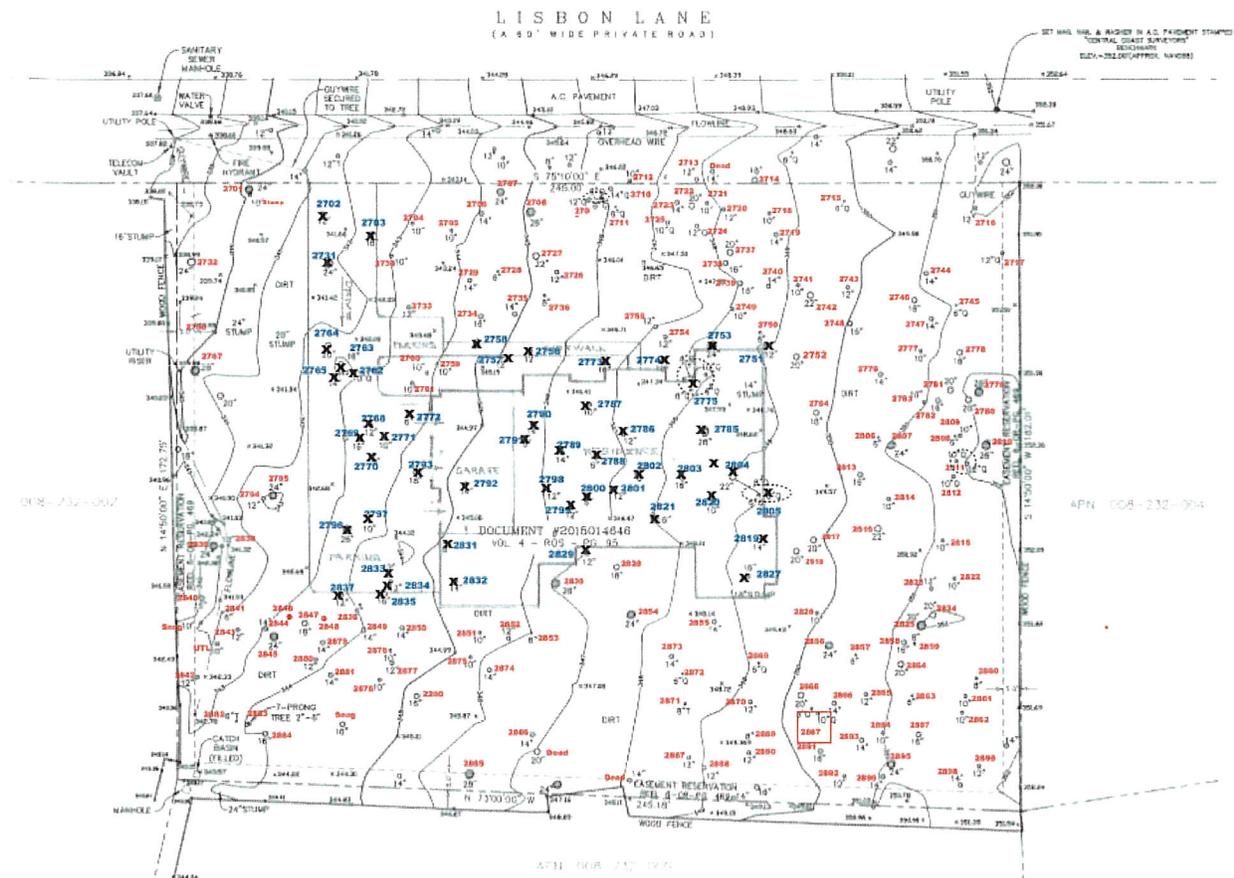


Figure 1. Topographic Map showing proposed house and tree removal



**Figure 2. Rendering of Proposed Single Family Residence**

Exterior materials and colors of the proposed residence will consist of a beige cement plaster for body, beige/brown stone veneer, brown wood trim and a grey composition roof.

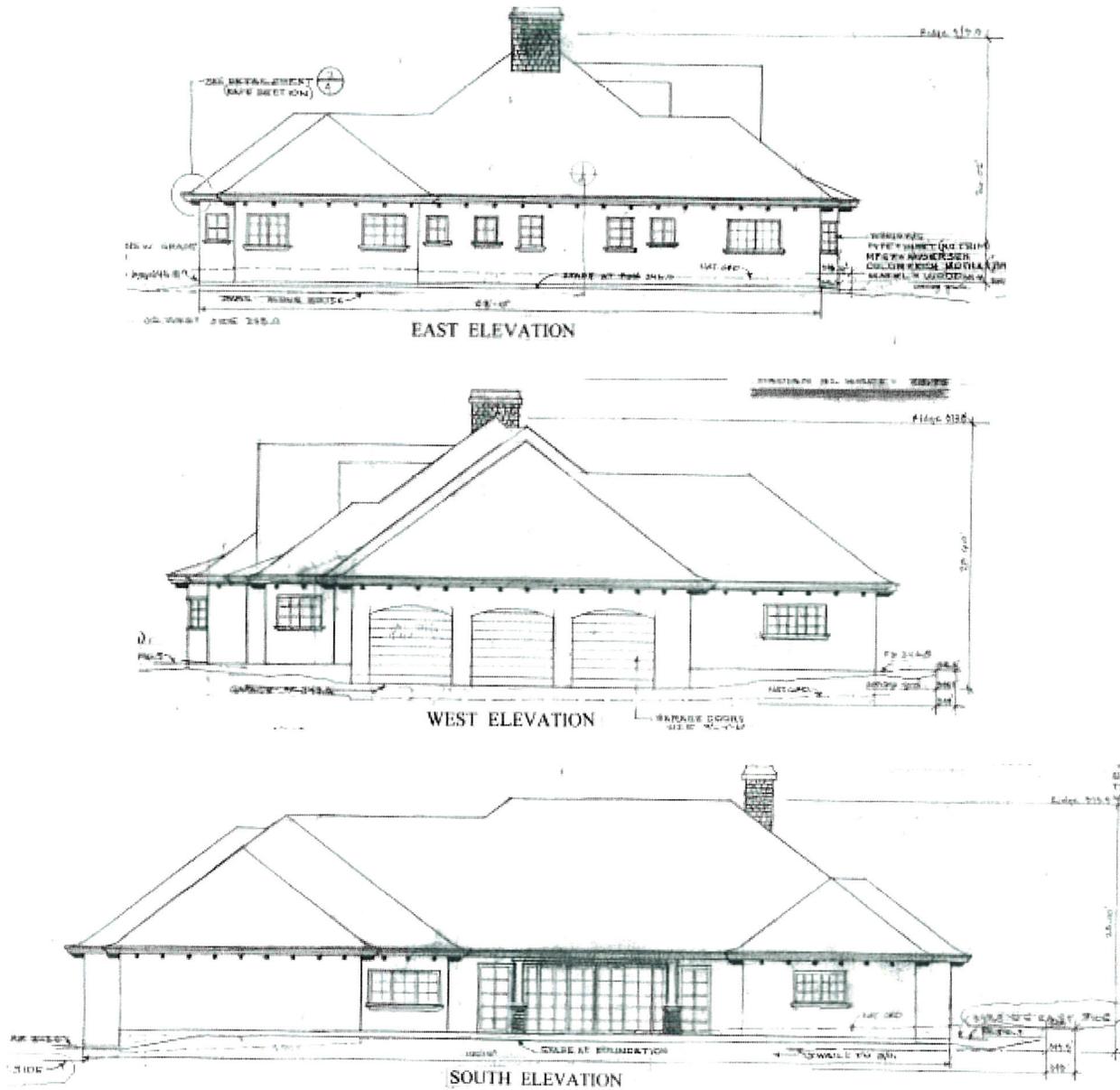


Figure 3. Proposed Exterior Elevations

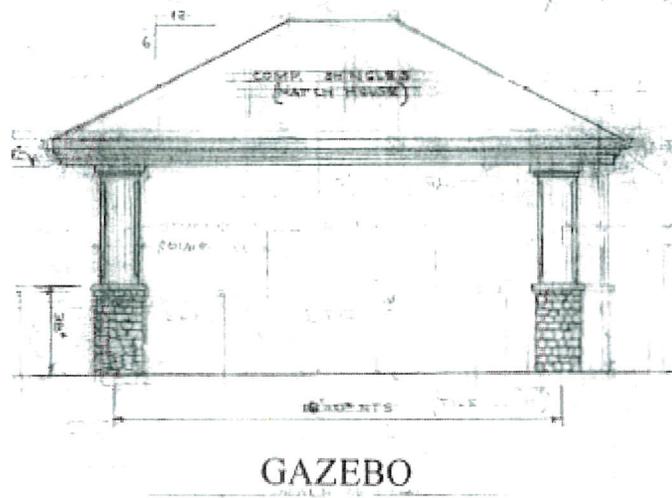


Figure 5. Gazebo Elevation

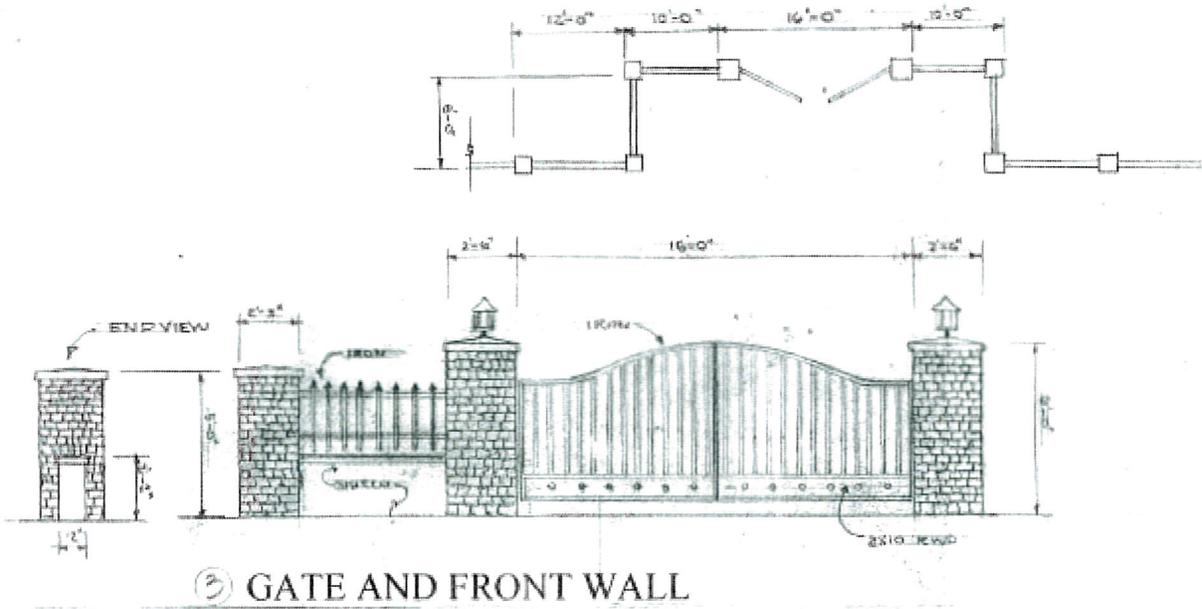


Figure 6. Gate and Front Wall Elevations

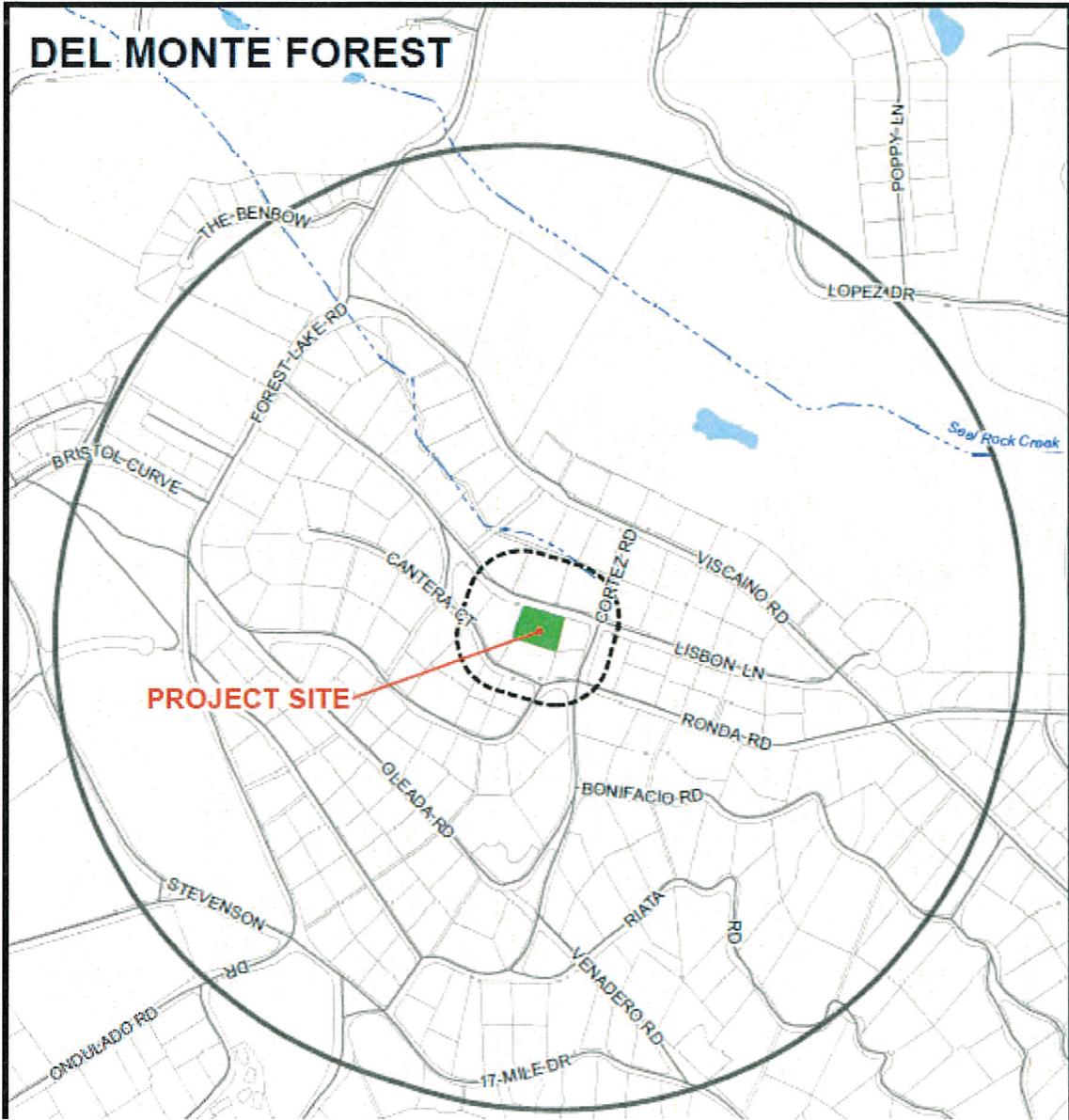
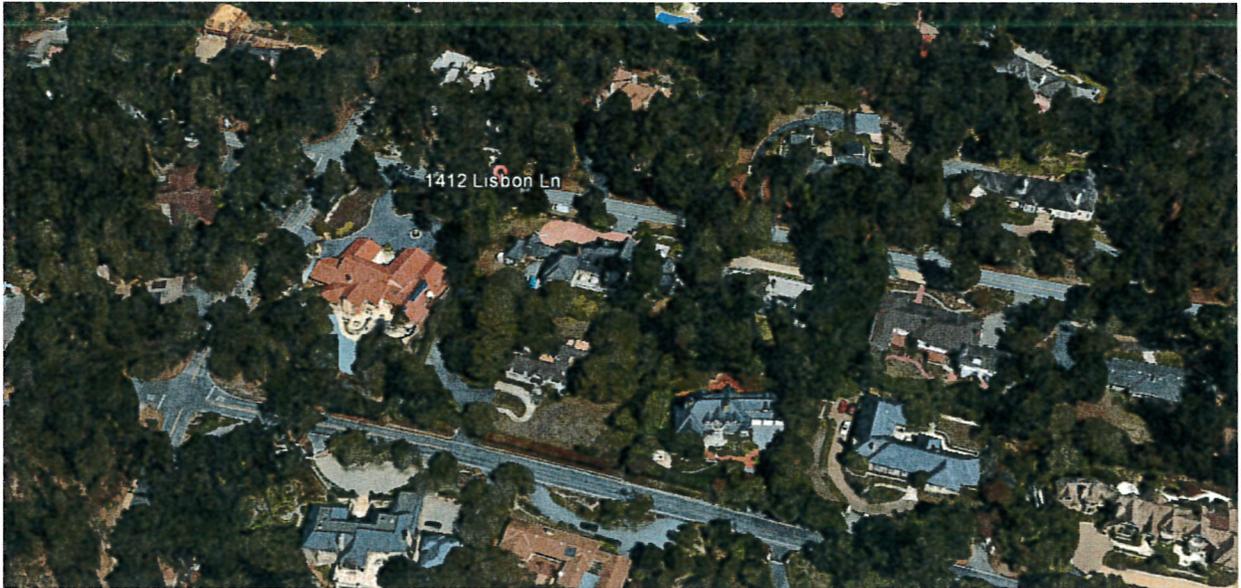


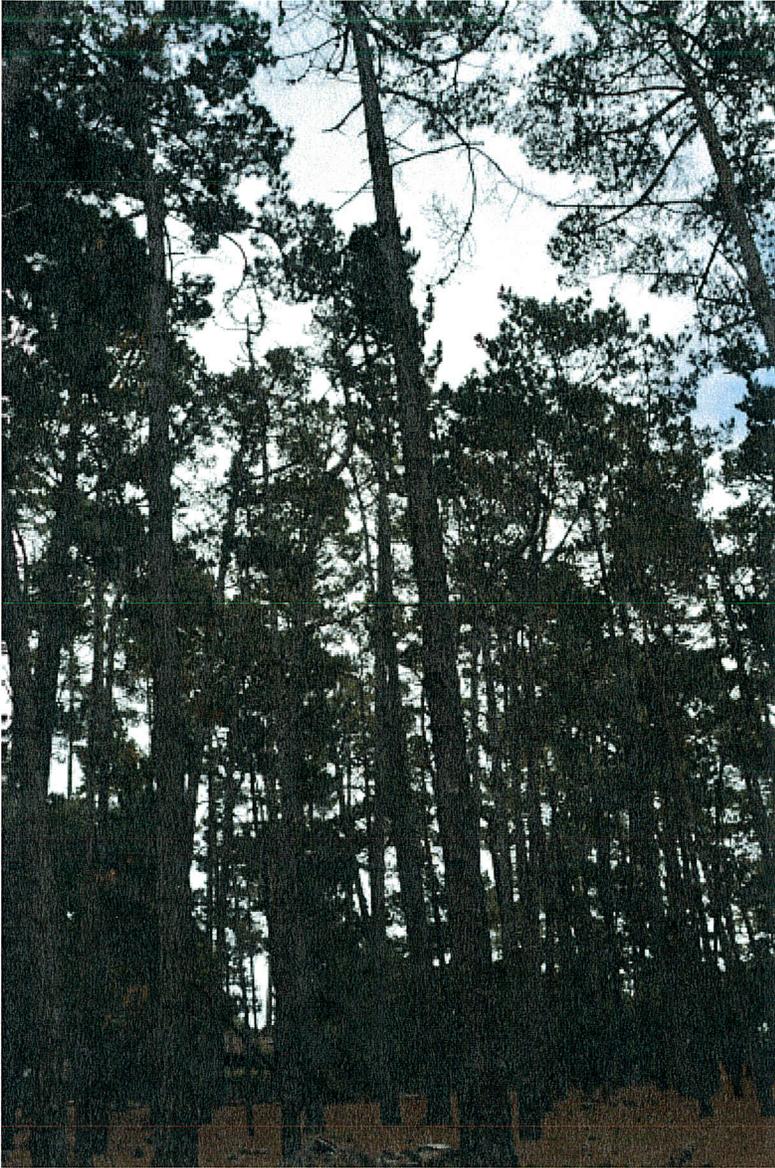
Figure 7. Vicinity Map



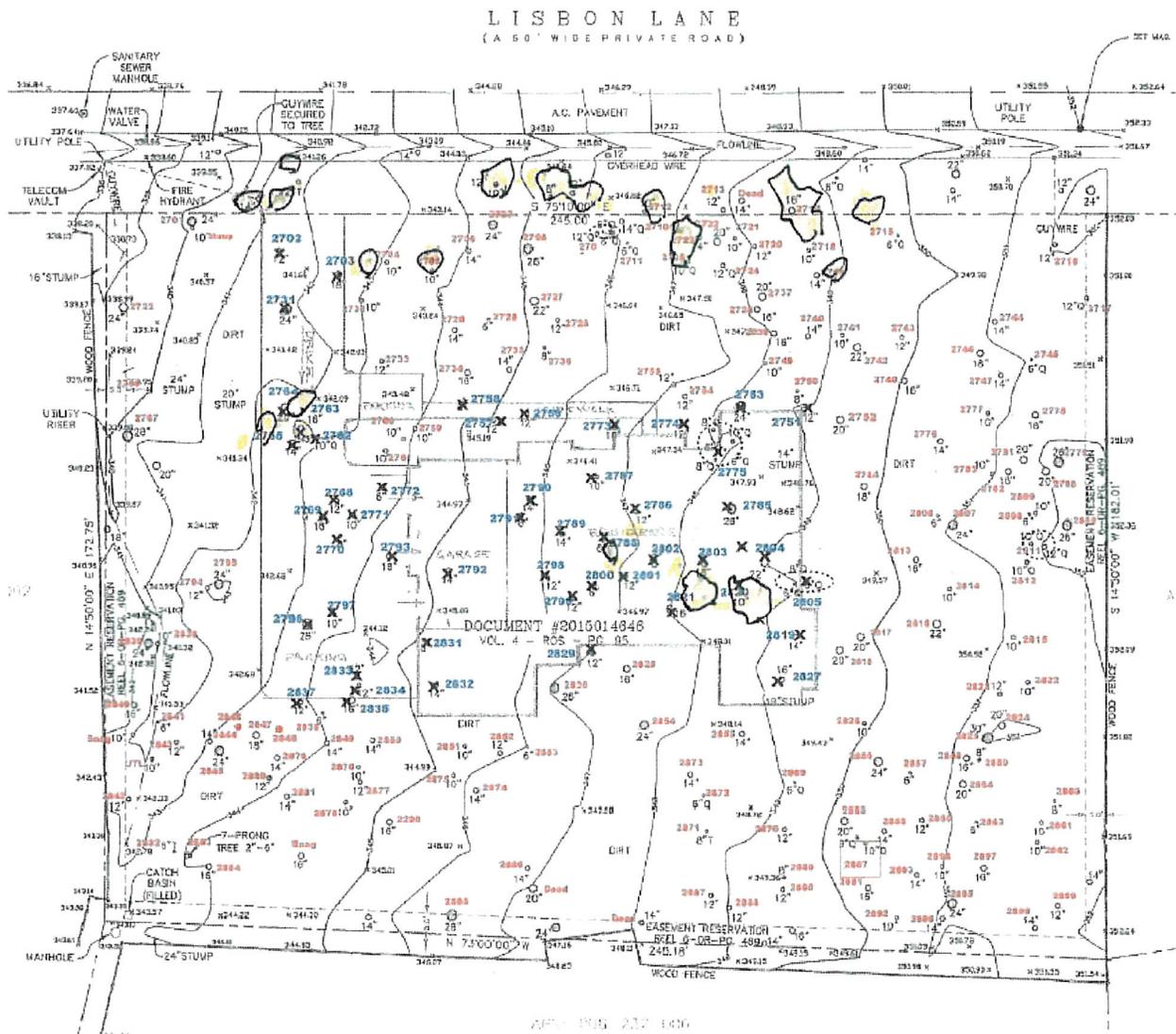
**Figure 8. Aerial Photograph of Subject Property and Vicinity**



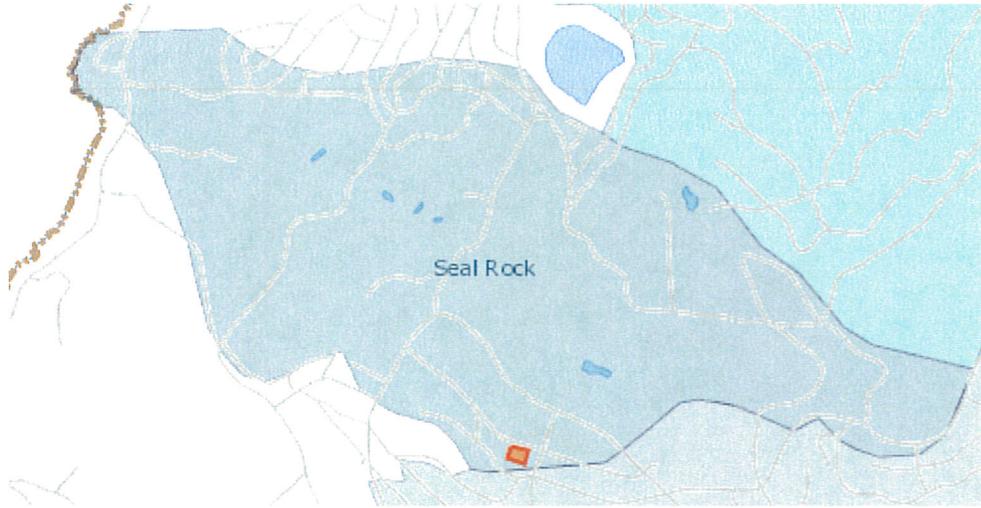
**Figure 9. Photograph of Site (Staked and Flagged for Proposed Construction)**



**Figure 10. Photograph of Site Showing Canopy of Monterey pine from Lisbon Lane**



**Figure 11. Site Plan Showing Proposed Development, Location of Trees (and proposed trees to be removed marked by an “x”) and Location of Existing *Piperia yadonii* (shown clouded)**



**Figure 12. Map of the Seal Rock Watershed with subject property identified in red**

**III. PROJECT CONSISTENCY WITH OTHER APPLICABLE LOCAL AND STATE PLANS AND MANDATED LAWS**

Use the list below to indicate plans applicable to the project and verify their consistency or non-consistency with project implementation.

General Plan/Area Plan	<input checked="" type="checkbox"/>	Air Quality Mgmt. Plan	<input type="checkbox"/>
Specific Plan	<input type="checkbox"/>	Airport Land Use Plans	<input type="checkbox"/>
Water Quality Control Plan	<input type="checkbox"/>	Local Coastal Program-LUP	<input checked="" type="checkbox"/>

**Monterey County 1982 General Plan and Local Coastal Program – DMF LUP**

The proposal was reviewed for consistency with the 1982 Monterey County General Plan and with the Del Monte Forest Land Use Plan (LUP). The Del Monte Forest LUP designates this site as a Low Density Residential (LDR) land use designation. Single family dwellings are an allowed use in this zoning district; and therefore is consistent with the site development standards under this designation. The project is consistent with all applicable General Plan Policies.

**CONSISTENT**

**IV. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED AND DETERMINATION**

**A. FACTORS**

The environmental factors checked below would be potentially affected by this project, as discussed within the checklist on the following pages.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture and Forest Resources	<input type="checkbox"/> Air Quality
<input checked="" type="checkbox"/> Biological Resources	<input checked="" type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology/Soils
<input checked="" type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards/Hazardous Materials	<input type="checkbox"/> Hydrology/Water Quality
<input type="checkbox"/> Land Use/Planning	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise
<input type="checkbox"/> Population/Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation/Traffic	<input type="checkbox"/> Utilities/Service Systems	<input checked="" type="checkbox"/> Mandatory Findings of Significance

Some proposed applications that are not exempt from CEQA review may have little or no potential for adverse environmental impact related to most of the topics in the Environmental Checklist; and/or potential impacts may involve only a few limited subject areas. These types of projects are generally minor in scope, located in a non-sensitive environment, and are easily identifiable and without public controversy. For the environmental issue areas where there is no potential for significant environmental impact (and not checked above), the following finding can be made using the project description, environmental setting, or other information as supporting evidence.

Check here if this finding is not applicable

**FINDING:** For the above referenced topics that are not checked off, there is no potential for significant environmental impact to occur from either construction, operation or maintenance of the proposed project and no further discussion in the Environmental Checklist is necessary.

**EVIDENCE:**

1) Aesthetics

The project area is not located within the mapped portion of the Del Monte Forest Land Use Plan designated as Visually Sensitive or as a Visual Resource (Figure 3 of the Del Monte Forest LUP Figures). The property is not located on or near a scenic vista; therefore, the project would not have a substantial adverse effect on a scenic vista. The proposed residential development would not create damage to scenic resources, including trees, rock outcroppings, or historic buildings; none of these resources exist on the subject property and the property is not located along a state scenic highway. *No impact.*

2) Agriculture and Forest Resources

Based upon the General Plan and County resource maps, the property is not within an agricultural area, would not convert prime farmland or otherwise conflict with agricultural zoning or uses. The property is zoned LDR (Low Density Residential) and is not used for agricultural purposes. Use of the property for the construction of a residential structure will not result in conversion of farmland to non-agricultural uses. *No impact.*

3) Air Quality

In order to provide protection and enhancement of Monterey County's air quality, Monterey County 1982 General Plan Policy No. 20.1.1 requires development decisions to be consistent with the natural limitation of the County's air basins. The California Air Resources Board (CARB) coordinates and oversees both state and federal air quality control programs in California. The CARB has established 14 air basins statewide and the project site is located in the North Central Coast Air Basin (NCCAB), which is under the jurisdiction of the Monterey Bay Unified Air Pollution Control District (MBUAPCD). The MBUAPCD is responsible for enforcing standards and regulating stationary sources through the *2008 Air Quality Management Plan for the Monterey Bay Region (AQMP)* and *2009-2001 Triennial Plan Revision* ("Revision"). Implementation of the proposed project would result in minor grading. CEQA Air

Quality Guidelines identify threshold for construction activities with potentially significant impacts for PM<sub>10</sub> to be 2.2 acres of disturbance a day. Grading for the proposed project would be less than 2.2 acres of disturbance; therefore, implementation would not create a significant impact. Project construction would not create or produce objectionable odors or exposes sensitive receptors to substantial pollutant concentrations. Furthermore, components of the project would not create additional long-term impacts to air emissions resulting from vehicular traffic. Development on the project site would not affect AMBAG population projections. *No impact*

#### 4) Geology/Soils

The project site is located in an area identified in the Del Monte Forest Land Use Plan as a low seismic hazard zone, as mapped in the Del Monte Forest Land Use Plan and the Monterey County Geographical Information System. The site is not located within any Earthquake Fault Zones in accordance with the Alquist-Priolo Earthquake Fault Zoning Act therefore having a low potential for surface rupture. Since the construction area is relatively flat and has been situated to avoid significant slopes, there is no potential for adverse impacts from landslides. Additionally the GIS indicated the site is located within an area of low liquefaction. A geotechnical report was prepared for the project concluding the site is suitable for the proposed project, provided that the recommendations made in the report are followed. These recommendations will be made part of the conditions of approval for the project. Therefore, the project will not expose people or structures to potential substantial adverse effects involving rupture of a known earthquake fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides. The project is not located on a geologic unit or soil that is considered unstable, or expansive. The project will receive public sewer via the Pebble Beach Community Services District, and therefore will not involve the installation of septic tanks or alternative wastewater disposal systems. *No impact.*

#### 5) Hazards/Hazardous Materials

The proposal involves residential construction where there would be no use of hazardous materials that would constitute a threat of explosion or other significant release that would pose a threat to neighboring properties. No changes in land use will occur which would allow the property owner to use the residence as a holding or disposal area for hazardous materials. Therefore, no transportation on or to the site of hazardous material in quantities that would constitute a significant hazard or violate state or County health and safety regulations, or through a reasonably foreseeable accident allow the release of hazardous materials into the environment. The proposed residence would not involve stationary operations, create substantial hazardous emissions, or handle hazardous materials and, therefore, would not constitute a hazard to the public health and safety to the closest school (Stevenson School), which is approximately .5 miles from the site. The site location and scale of the project site will have no impact on emergency response or emergency evacuation and is not included on any list of hazardous materials sites. The property is not located within the vicinity of a public airport or private airstrip and would not constitute a hazard for people residing or working in the area. The Pebble Beach Community Services District reviewed the project application and recommended conditions of approval regarding fire safety. *No Impact.*

6) Hydrology/Water Quality

The proposed project will not violate any water quality standards or waste discharge requirements. The site is not located within the 100 year floodplain or near a levee or dam that would expose people or structures to significant loss or death if failure resulting in flooding were to occur. The project site is not located in an area subject to inundation by seiche, tsunami, or mudflows. The property will be served by public utilities, including public sewer (Pebble Beach Community Services District) and water (California American Water Company). The project will receive water from Cal-Am purchased through the Pebble Beach Company water entitlements. The Pebble Beach Company water entitlements are not affected by the 2009 Cal-Am Water Cease and Desist Order from the Regional Water Board (Order WR 2009-0060). Therefore it's not expected that the project will deplete ground water supplies or interfere with recharge or affect nearby wells. The project is not located within a designated "urbanized area"; however conditions have been recommended by the Water Resources Agency to prepare and provide engineered drainage plans to retain storm water on site. *No impact.*

7) Land Use/Planning

The proposed project will not disrupt, divide, or otherwise have a negative impact on the existing neighborhood or adjacent properties. The proposed project is consistent with the policies and requirements of the Del Monte Forest Land Use Plan, 1982 Monterey County General Plan, and Zoning Ordinance. The subject property does not have an applicable habitat conservation plan or natural community conservation plan. The zoning regulations allow for the first single family dwelling on a legal lot of record.

The intent of the Land Use Development section (20.147.090 CIP) is that land use designations are directive as to the type of use, but uses shall only be allowed provided such use and related development can be accomplished consistent with the LCP, including its resource protection requirements. The proposed project includes constructing a new single family residence on a legal lot of record. Careful consideration has been done to address potential impacts to trees, Yadon's piperia and to potential cultural resources. Additionally, the proposed project meets all development standards. County Departments reviewed the project application and concurs. Therefore, the project would not conflict and is consistent with Land Use Plan policies. *No Impact.*

8) Mineral Resources

The project will involve the construction of a single-family residence within a residential zoned area. No mineral resources or resource recovery sites have been identified on the site or in the area. *No Impact.*

9) Noise

The project involves the construction of a single-family residence on a property within a residential area and would not expose others to noise levels or ground-borne vibrations that exceed standards contained in the Monterey County General Plan and would not substantially increase ambient noise levels in the area. The project site is not located in the vicinity of an airport or private airstrip. There is no evidence that the persons residing or working near the project site would be significantly impacted by noise related to this project. Temporary

construction activities must comply with the County's noise requirements, as required in Monterey County Code, Chapter 10.60. *No Impact.*

10) Population/Housing

The site is zoned LDR/1.5-D (CZ), or Low Density Residential, 1.5 acres per unit, with Design Control Overlay in the Coastal Zone, which anticipated residential uses. The project involves the construction of a residential dwelling on a 0.998 acre parcel, which will not make a change in growth patterns or displace existing houses or people, requiring the construction of housing elsewhere. The project would not alter the location, distribution, or density of human population in the area in any significant way, or create a demand for additional housing. The project will provide one additional dwelling units on the legal residential lot. *No Impact.*

11) Public Services

The project would have no measurable effect on existing public services. The Monterey County Water Resources Agency, Monterey County Public Works Department, the Environmental Health Bureau, and the Pebble Beach Community Services District have reviewed the project. None of the County departments/service providers indicated that this project would result in potentially significant impacts or alter acceptable service ratios or performance objectives for the following services Fire, Police Schools Parks and services provided by the Pebble Beach Community Services District. *No Impact.*

12) Recreation

The project would not result in a substantial increase in use of existing recreational facilities or physical deterioration of said facilities. No parks, trail easements, or other recreational opportunities would be adversely impacted by the proposed project. The project is in conformance with the public access and public recreation policies of the Coastal Act and Local Coastal Program, and does not interfere with any form of historic public use or trust rights. The subject property is not indicated as part of any designated trails or shoreline access as shown in Figure 8 of the Major Public Access & Recreational Facilities map shown in the Del Monte Forest Area Land Use Plan. The project does not include recreational facilities nor will the project require the construction or expansion of recreational facilities in the area of the Del Monte Forest, which might have an adverse physical effect on the environment. *No Impact.*

13) Transportation/Traffic

The project will not generate a significant increase in traffic movements or create new traffic hazards which might result in inadequate emergency access. Cumulative traffic impacts are mitigated through payment of the Regional Development Impact Fee (RDIF) pursuant to Monterey Code Chapter 12.90. The project does not conflict with adopted public transit plans nor will it affect any or impact programs or performance and safety of pedestrian facilities. The project is not located along a proposed trail as mapped in the County's Del Monte Forest Land Use Plan, Figure 8 (DMF, Major Public Access & Recreational Facilities). The proposed dwelling meets the parking requirements contained in the Zoning Ordinance Title 20. The project site is not located in the vicinity of an airport and would not result in a change in air traffic patterns substantially increase hazards because the project will not change land use or require additional design and improvements to the existing roads. *No Impact.*

14) Utilities/Service Systems

The proposed project involves the construction a single-family residence which will be served by public utilities and services. The project will receive water from Cal-Am purchased through the Pebble Beach Company water entitlements. The Pebble Beach Company water entitlements are not affected by the 2009 Cal-Am Water Cease and Desist Order from the Regional Water Board (Order WR 2009-0060); gas, and electric will be provided by Pacific Gas & Electric, and sewage disposal by Pebble Beach Community Services District. The proposed development will not cause a substantial increase nor exceed the capacity of these utilities and services or cause an increase exceeding the treatment requirements of the California Regional Water Quality Control Board. The Monterey County Water Resources Agency has recommended a condition of approval that will require on-site retention of storm water which will avoid any potential impacts on storm water drainage facilities. Developments of existing lots within the Del Monte Forest have been accounted for by the service providers. Solid waste from the project will be collected and brought to the Monterey Regional Waste Management District's Landfill and Recycling Facility, located near the City of Marina. The landfill has the total capacity of 48 million tons, which is expected to provide service through the year 2107. Therefore, the landfill is sufficient to accommodate the project's solid waste disposal needs and will have no impact, resulting in compliance with federal, state, and local statutes and regulations related to solid waste. *No Impact.*

**B. DETERMINATION**

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



*Nadia Amador, Associate Planner*

June 30, 2017

Date

## ***V. EVALUATION OF ENVIRONMENTAL IMPACTS***

- 1) A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on project-specific screening analysis).
- 2) All answers must take into account the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
  - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) The explanation of each issue should identify:
  - a) The significance criteria or threshold, if any, used to evaluate each question; and
  - b) The mitigation measure identified, if any, to reduce the impact to less than significance.

## VI. ENVIRONMENTAL CHECKLIST

1. AESTHETICS		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project:</b>					
a)	Have a substantial adverse effect on a scenic vista? (Source: IX. 1,2,3,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Source: IX. 1,2,3,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Substantially degrade the existing visual character or quality of the site and its surroundings? (Source: IX. 1,2,3,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (Source: IX. 1,2,3,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Discussion/Conclusion/Mitigation:

Refer to Section IV.

## 2. AGRICULTURAL AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

2. AGRICULTURAL AND FOREST RESOURCES		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project:</b>					
a)	Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Source: IX. 1,2, 3, 12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Source: IX. 1,2, 3, 12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**2. AGRICULTURAL AND FOREST RESOURCES**

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

<b>Would the project:</b>	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (Source: IX. 1,2, 3, 12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use? (Source: IX. 1,2, 3, 12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (Source: IX. 1,2, 3, 12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

Refer to Section IV.

### 3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan? (Source: IX.1,17,18,19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (Source: IX. 1,17,18,19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? (Source: IX. 1,17,18,19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in significant construction-related air quality impacts? (Source: IX. 1,17,18,19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Expose sensitive receptors to substantial pollutant concentrations? (Source: IX. 1,17,18,19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Create objectionable odors affecting a substantial number of people? (Source: IX. 1,17,18,19)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

Refer to Section IV.

**4. BIOLOGICAL RESOURCES**

<b>Would the project:</b>	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (Source: IX. 1,2,3,4,6,8,9, 10,11,12,14,15)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (Source: IX. 1,2,3,4,6,8,9, 10,11,12,14,15)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Source: IX. 1,2,3,4,6,8,9, 10,11,12,14,15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (Source: IX. 1,2,3,4,6,8,9, 10,11,12,14,15)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Source: IX. 1,2,3,4,6,8,9, 10,11,12,14,15)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (Source: IX. 1,2,3,4,6,8,9, 10,11,12,14,15)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

As discussed in *Section II.A., Project Description*, biological surveys and a Tree Resource Assessment Management Plan (forest management plan) confirmed that two sensitive species occurred on the Nase property. They are the Monterey pine (*Pinus Radiata*) and the *Piperia yadonii* (common name: Yadon’s piperia).

*Monterey pines:* The *Tree Resource Assessment Management Plan* dated December 29, 2015, prepared by Frank Ono, Urban Forestry, certified arborist, states that the proposed development is within an existing stand of Monterey pine and Coast live oak trees and the removal of 46 Monterey pine trees on this site is necessary with the potential of an additional seven (7) trees to be monitored. It further states that tree removal on this site will be unavoidable due to the heavily wooded site. The arborist describes the population of pines on this site as overstocked for a one acre lot with approximately 200 trees; Many in dead, falling and in poor condition. Several of the oak trees are suppressed and range from poor to fair condition. Prior to the applicant's submittal of current development plans, the applicant worked with staff to reduce the tree removal by about ten trees, in an attempt to save groupings of healthy landmark trees. This resulted in the proposed removal of 46 Monterey pine of the following sizes: Four (4) landmark sized (24 inches or greater in diameter); 11 trees in the 13 to 23 inches in diameter; and 31 trees in the 12 inches or less in diameter. Landmark trees are trees measuring 24 inches or more in diameter; and significant trees are trees measuring greater than 12 inches in diameter.

Furthermore, the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA* prepared by *Regan Biological and Horticultural Consulting, LLC* (RBHC), revised on 2/08/2017, confirms the loss of approximately 9,500 square feet of Monterey Pine forest on the Nase property. This 9,500 square feet area is considered an Environmentally Sensitive Habitat Area or ESHA as this is the location of the proposed 46 Monterey pine trees to be removed. The Mitigation Plan provides mitigation measures to reduce the impacts to less than significant levels which includes several of the recommendations in the Tree Resource Assessment Management Plan.

*Yadon's piperia:* Within the Nase property and a section of Pebble Beach right-of-way along the southern side of Lisbon Lane are 5 individual separate areas of Yadon's piperia habitat containing a total of approximately 437 (at minimum) individual *Piperia* plants, fifty-nine (59) of which are located in the proposed house footprint area. The population of the *Piperia* is shaped like a capital T; with the top part to the T along the frontage part of the property on Lisbon Lane and the post of the T running south through the middle of the Nase property where the proposed south east corner of the residence would be located. The biologist concludes that the proposed project will significantly impact the population with direct impacts to plants in the development footprint and indirect impacts to the *Piperia* and Monterey pine woodland habitat. A Mitigation and Monitoring Plan (MMP) for this site has been prepared by Regan Biological and Horticultural Consulting, LLC (RBHC) to offset the impacts to Monterey pine woodland and *Piperia yadonii* plants resulting from the construction activities. The MMP states that three (3) potential mitigation possibilities were examined which were:

- 1) Total avoidance by redesigning the project to avoid the removal of all *Piperia* plants and mitigation on-site. This requiring the entire proposed footprint of home and driveway to be significantly reduced and moved to the southern edge of the lot. With this option, the long term indirect impacts of the development and surrounding neighborhood would still cause the decline of the *Piperia* population.
- 2) Large percentage of avoidance by removing the *Piperia* located in the proposed development footprint and mitigation on-site by replanting on-site to frontage of

property (along Lisbon Lane) and Pebble Beach right-of-way. As in the previous option, the long term indirect impacts of the development and surrounding neighborhood would still cause the decline of the Piperia population.

- 3) Proceeding with the development plan as is and mitigating for the Piperia offsite by transplanting all of the known plants to a receiver site in the Del Monte Forest and maintain and monitor for success for five (5) years. Mitigate for loss of Monterey pine and pine woodland by replanting on the site as per the Forest Management Plan.

After discussion with members of different organizations including staff from United States Fish and Wildlife Service (USFWS), Option 3 was selected. Through implementation of the Mitigation and Monitoring Plan for Option 3, potential impacts to biological resources would be reduced to less than significant levels.

**4(c) and (f). Conclusion: No Impact.**

The proposed project is located on a residential parcel in the residential coastal community of Pebble Beach. The subject property does not contain riparian habitat or federally protected wetlands, as defined by Section 404 of the Clean Water Act. There is no adopted Habitat Conservation Plan, Natural Community Conservation Plan or other approved local, regional, or state habitat conservation plan recorded on the subject property.

**4(a), (b), (d) and (e). Conclusion: Less Than Significant Impact with Mitigation Incorporated.**

The arborist determined that no significant long term affects to the forest ecosystem is anticipated. The site is heavily forested. Large canopied trees on site are in poor or in declining health. The site has a high need for tree removal, thinning and tree replacement. The site was evaluated for the following:

- Soil erosion; Slopes are gentle to moderate and may be addressed by appropriate measures;
- Water Quality: No water courses are located on the property. The removal of the trees will not substantially lessen the ability for the natural assimilation of nutrients, chemical pollutants, heavy metals, silt and other noxious substances from ground and surface waters;
- Ecological Impacts: The removals will not have a substantial adverse impact upon existing biological and ecological systems, or create climatic conditions which affect these systems. The site is surrounded by residential forested lots; proposed removals will not create conditions which may adversely affect the dynamic equilibrium of associated systems;
- Noise Pollution: The removals will not significantly increase ambient noise levels to the degree that a nuisance is anticipated to occur;
- Air Movement: The removals will not significantly reduce the ability of the existing vegetation to reduce wind velocities to the degree that a nuisance is anticipated to occur;
- Solar shade or sunlight: The site is overcrowded, many of the removals are of trees less dominant trees or poor quality trees;

- **Wildlife Habitat:** The removals do not appear it will significantly reduce available habitat for wildlife existence and reproduction or result in the immigration of wildlife from adjacent or associated ecosystems.

The Tree Resource Assessment Management Plan prepared for the site, amongst other recommendations, requires a one to one (1:1) replacement ratio as mitigation for the loss of Monterey pine trees, an area of about 10,800 square feet of Monterey pine forest. Since forty-six (46) Monterey pine trees will be removed, 46 Monterey pines of five-gallon size each shall be replanted on the property. Seven (7) additional Monterey pine trees will require root pruning and monitoring. The *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA* prepared by *Regan Biological and Horticultural Consulting, LLC (RBHC)*, revised on 2/08/2017, provides additional mitigation measures.

**Mitigation Measure No. 1:** In order to mitigate for the loss of approximately 10,800 square feet of Monterey pine woodland on the project site and the loss of forty-six (46) Monterey pine trees, the following shall be required to occur on an area of 21,600 square feet (Enhancement/Restoration Area) of the Nase property:

- Eradicate majority of non-native grasses, weeds and introduced landscape plants, from eastern portion of the Nase property.
- Restore 19,000 square foot area on east portion on Nase property using the dominant native species present on project site.
- 1: 1 replacement ratio of forty-six (46), five-gallon Monterey pine trees to be located on one continuous strip of land running north to south along the east side of the Nase property and fronted on the North by the Pebble Beach right of way along Lisbon Lane and on the South by the Nase Property line and corresponding fence line with the neighboring property to the south. This strip of land is approximately 21,600 square feet running approximately 240 feet from North end to South end and 90 feet from east to west, between the proposed house and the eastern neighboring property. Monterey pine replacement is incorporated into the landscape planting plan (see *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA* prepared by *Regan Biological and Horticultural Consulting, LLC (RBHC)*, revised on 2/08/2017 for the Hall Landscape Design Sheet L-5) throughout the approximately 1 acre project site. To the greatest degree feasible, all trees used for replacement trees will be grown from seed collected on the project site or within the Del Monte forest.
- Prevent invasive non-native plant species from colonizing during construction.
- Maintain native plant habitat with less than 10% non-native species over the course of the monitoring period.

**Mitigation Measure Action No. 1.a:** Prior to issuance of construction permits for grading and/or building, the owner/applicant shall incorporate a note on all construction plans (for building and grading) that the project shall comply with the specifications contained in the *Tree Resource Assessment Plan, dated December 29, 2015 prepared for the subject property by Frank Ono, Certified Arborist* and with the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting.*

**Mitigation Measure Action No. 1.b:** Prior to issuance of construction permits for grading and/or building, the owner/applicant shall incorporate a tree removal plan within the construction plans showing the proposed tree removal as shown in the *Tree Resource Assessment Plan, dated December 29, 2015 prepared for the subject property by Frank Ono, Certified Arborist.* The tree removal plan shall include the tree number identification matrix showing the trees to be removed (46 Monterey pines) and the seven (7) proposed root-pruned Monterey pines to be monitored.

**Mitigation Measure Action No. 1.c:** Prior to issuance of construction permits for grading and/or building, the owner/applicant shall incorporate an Enhancement/Restoration Area Plan within the construction plans consistent with the recommendations in the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting.* This plan shall include the information listed in MM No. 1, planting stock information contained in Section 6.0 – Implementation Plan of the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting,* which describes the responsible parties, describes planting stock, the list of plants, quantities, sizes, planting schedules, site preparation, maintenance activities, maintenance schedule, performance standards, final success criterion, monitoring, annual reports and for the Restoration/Enhancement and Preservation Areas.

**Mitigation Measure Action No. 1.d:** Prior to the commencement of any grading or construction activities (except for the removal and transplantation of the Yadon's piperia), a pre-construction meeting shall be held on the site. The preconstruction meeting shall be facilitated by the agent of the project. The meeting shall include representatives of each of the selected contractors, any consultant who will conduct required monitoring (including the archaeological monitors, see mitigation measures for Cultural Resources), and the owner/applicant. The purpose of the meeting is to review the conditions of approval that are applicable to the grading and construction of the approved development. A report of this meeting including date of meeting, content reviewed and list of attendees, shall be submitted to RMA-Planning, within five (5) business days of the preconstruction meeting date.

**Mitigation Measure Action No. 1.e:** Prior to final inspection, the property owner/applicant shall restore as per the approved Enhancement/Restoration Area Plan (see MMA No. 1.c.) consistent with the recommendations in the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting.* This requires the replacement of Monterey pine trees at a ratio of 1:1 for a total replanting of 46 Monterey pine trees of a five-gallon size to be planted within the

Enhancement/Restoration area. Furthermore, the seven (7) proposed root-pruned Monterey pines shall be pruned pursuant to the recommendations, including monitoring requirements of the Tree Resource Assessment Management Plan, prepared by Frank Ono dated December 29, 2015. In addition, the Enhancement/Restoration Area Plan requires the restoration of other planting stock described in *Table 2: Plants for Restoration/Enhancement and Preservation Areas* of the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017)* prepared by Pat Regan of Regan Biological and Horticultural Consulting. The Staff shall conduct a site visit to ensure vegetation of the site has been restored according to the approved Enhancement/Restoration Area Plan.

**Mitigation Measure Action No. 1.f:** Maintenance and monitoring of the Enhancement/Restoration Area on the Nase property shall occur as stipulated in the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017)* prepared by Pat Regan of Regan Biological and Horticultural Consulting. Monitoring and reporting shall occur four times a year for five full years after completion of the project (i.e. construction of the home). A qualified biologist, shall maintain, monitor and report to RMA-Planning, as stipulated in the *Mitigation and Monitoring Plan*. An intermediate performance standard shall be measured at 100 percent survival of the planted Monterey pines in the fall of year 1 and 2. The final success criterion is 100 percent survival on planted Monterey pines in year 5.

**Mitigation Measure No. 2:** In order to reduce the proposed construction impacts to the Yadon's piperia, an endangered orchid, federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere .1: Seriously endangered in California), to a less than significant level, removal of approximately 437 (or more if more are present) individual Yadon's piperia plants and transplanting these to a designated conservation site within Del Monte Forest, shall be required. The transplantation activities of the Yadon's piperia shall be conducted as stipulated in the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017)* prepared by Pat Regan of Regan Biological and Horticultural Consulting. This includes, but is not limited to the following:

- A memorandum of understanding and appropriate legal documentation of liability and shared responsibilities between Mr. Nase (property owner) and the Pebble Beach Company shall be prepared and signed before any of these activities take place:
  - Transplantation of all known and live Yadon's piperia tubers from the project impact area (as shown in the Mitigation and Monitoring Plan) into a receiver site along Spruance Road in Area H of the Pebble Beach Company's preservation property. Transplantation activities shall at the times stipulated in the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach (Revised 2/08/2017)* prepared by Pat Regan of Regan Biological and Horticultural Consulting and in consultation with United States Fish and Wildlife Service (USFWS).
  - Monitor for transplant success, seedling recruitment, and population size for five (5) years following transplantation.

**Mitigation Measure Action No. 2a:** Prior to the commencement of transplantation activities for the Yadon's piperia, a memorandum of understanding (MOU) and appropriate legal documentation of liability and shared responsibilities between Mr. Nase (property owner) and the

Pebble Beach Company shall be prepared and signed by both parties. The document shall include a depiction of the receiver site, a 2,700 square foot area on the west side of Spruance Road (Area H) along with a reference that the work shall be performed in accordance to the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting*. A copy of the signed MOU and any other appropriate legal documentation shall be furnished to RMA- Planning for review and approval before the commencement of the transplantation activities.

**Mitigation Measure Action No. 2b:** The 2,700 square foot receiver site where the Yadon's piperia will be transplanted from the Nase property, is located on the west side of Spruance Road, approximately 2/10ths of a mile north of the intersection with Spruance and Ronda Roads. Previous to translocating the *Piperia* tubers from the Nase property to this location it will be prepared by removing the entire *Acacia* plants as well the *Genista* and the fallen oak tree as recommended in the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting*. Just east of this location, on the other side of Spruance road is a population of *the Yadon's piperia* that will be used as a reference population to compare with the translocated plants to determine expected foliage emergence and flowering and reproduction in each year of the monitoring of the translocated plants. The preparation of the receiver site shall be monitored by the qualified biologist pursuant to the recommendations contained in the *Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Revised 2/08/2017) prepared by Pat Regan of Regan Biological and Horticultural Consulting*.

**Mitigation Measure Action No. 2c:** Transplanting of Yadon's rein orchid from within the project impact area on Lisbon Lane into the preservation area receiver site on Spruance Road will take place between October 15 and March 15. This allows for transplant to occur while all tubers are dormant up to the point when the majority of tubers have sent up vegetative shoots but before flower stalks appear.

Even if permitting and construction schedules prevent implementation of the transplanting plan during the October to March period, to avoid disrupting seed production, the transplant process will be restricted to that period in which the plants are dormant, post flower and seed production up until the first flowering stalks are observed to be rising out of the foliage of known *Piperia* plants on the Lisbon Lane site. A qualified Biologist on the Monterey County list of approved consulting Biologists will monitor the population up until the date that the project is approved to proceed, then confer with USFWS and Pebble Beach company biologists to evaluate the status of the plants and whether it is feasible to commence transplantation efforts. During this monitoring period, all plants sending up new foliage will be documented and marked with flags other than the orange color used during the initial monitoring in Spring 2016. This will assist in determining the size of each patch for the tree spade operator and simplify the transplant process, if it becomes necessary to do it in the fall of 2017 by marking every foliage producing tuber even after all above ground growth has withered and senesced. Based on the monitoring, the project biologist will determine when the transplant will occur and how much area will be scooped out and transferred to the Spruance road receiver site. If, at the point the project is approved to proceed, plants in the Lisbon Lane property are observed to be sending up flowering stalks, the

project will be delayed until plants have gone dormant in the fall of 2017. It may be possible to move some of the Lisbon Lane population even after some plants begin flowering, but this decision will be made in consultation with USFWS staff. In 2016, plants in the eastern portion had flowered and senesced by late July and some plants in the Western portion had not yet put up flowering stalks until September.

5. CULTURAL RESOURCES	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5? (Source: IX. 1,2,3,4,7,12,15,16,20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5? (Source: IX. 1,2,3,4,7,12,15,16,20)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (Source: IX. 1,2,3,4,7,12,15,16,20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries? (Source: IX. 1,2,3,4,7,12,15,16,20)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

The subject property is situated in a “Moderate” archaeological sensitivity zone, as shown the Monterey County GIS database. The Del Monte Forest Area Land Use Plan (LUP) identifies Del Monte Forest as Ohlone (also known as Costanoan people) territory. A key policy of the Del Monte Forest Area LUP is that cultural resources shall be maintained, preserved and protected for their scientific and cultural heritage values. In order to determine whether the subject site has the potential for positive archaeological findings, a Phase 1 Inventory of Archaeological Resources was prepared, which included research of available historic resources through the Northwest Information Center of the California Historical Resources Information System (NWIC) and a pedestrian survey of the site. This resulted in negative findings of archaeologically and historically significant cultural resources.

**5(a) and (c). Conclusion: No Impact.**

The site is currently not improved upon (no structures) and the proposed project does not include alteration of existing structures on the subject property. Furthermore, background research did not identify historic resources on the subject property. In addition, there is no indication that there are any paleontological resources on the site. Therefore, implementation of the proposed project would have no impact on historical resources, paleontological resources, or geologic features.

**5(b) and (d). Conclusion: Less Than Significant with Mitigation Incorporated.**

During field reconnaissance conducted by the archaeologist, materials typically associated with prehistoric cultural resources were not observed. No historic period archaeological resources, middens or shell were noted during this field reconnaissance. However, because the NWIC records confirmed the existence of multiple negative archaeological reports in the vicinity area, the archaeologist concluded the subject region is highly sensitive as per extant historic and cultural resources. The archaeologist recommends that the project proceeds with construction related excavation, contingent upon the need to assure that archaeological monitoring accompanies any and all excavation given the archeological sensitivity of the area.

Furthermore, Pursuant to Assembly Bill 52, County staff consulted with the most likely descendant (MLD) of the Ohlone/Costanoan-Esselen Nation prior to conducting this Initial Study. The MLD expressed concerns with the proposed project due to the fact that areas located close to water were frequented by their people. Therefore, the MLD recommended that a tribal monitor be onsite during any earth disturbing activities, which includes the transplantation of the Yadon's piperia from the site. Therefore, based on the recommendation of the archaeologist and the MLD, in order reduce potential impacts to archaeological resources such as artifacts, human remains, and/or a sacred site, the following mitigation measure has been recommended:

**Mitigation Measure No. 3.** In order to reduce potential impacts to cultural resources and sacred places, earth disturbance activities (including Yadon's piperia transplantation from the subject site and tree removal) shall be observed by a qualified archaeologist and by an Ohlone/Costanoan-Esselen Nation tribal monitor (MLD).

**Mitigation Measure Action No. 3.a.** Prior to the Yadon's piperia transplantation from the subject site, the owner/applicant shall submit a copy of the agreed upon contract to RMA-Planning, between the Ohlone/Costanoan-Esselen Nation and the owner of the subject project, outlining the logistics for monitoring during earth disturbance activities as well as how cultural resources will be handled if uncovered.

**Mitigation Measure Action No. 3.b.** During earth disturbance, which includes the Yadon's piperia transplantation, tree removal, and all other construction related activities, the Ohlone/Costanoan-Esselen Nation approved tribal monitor and the qualified archaeologist shall be onsite observing the work. The work shall be done consistent with the Ohlone/Costanoan-Esselen Nation approved contract discussed in Mitigation Measure Action No. 3a. Prior to final of construction permits for grading and/or building, the owner/applicant shall submit a letter from the tribal monitor verifying all work was done consistent with the contract to RMA-Planning for review and approval.

**6. GEOLOGY AND SOILS**

<b>Would the project:</b>	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Source: IX. 1,2,3,4,6,16) Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking? (Source: IX. 1,2,3,4,6,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction? (Source: IX. 1,2,3,4,6,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides? (Source: IX. 1,2,3,4,6,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil? (Source: IX. 1,2,3,4,6,16.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (Source: IX. 1,2,3,4,6,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Chapter 18A of the 2007 California Building Code, creating substantial risks to life or property? (Source: IX. 1,2,3,4,6,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (Source: IX. 1,2,3,4,6,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

Refer to Section IV.

7. GREENHOUSE GAS EMISSIONS		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project:</b>					
a)	Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Source: IX. 1,5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Source: IX. 1,5)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

**7(a) and (b). Conclusion: Less Than Significant Impact.**

The project involves the construction of a new single-family residence and may create a temporary impact to air quality caused by construction activities and construction equipment. However, this will not result in an increase of air quality pollutants to a level of significance or the baseline amount of GHGs emitted prior to the project. The temporary impacts of construction for the proposed additions will not permanently create a greater amount of vehicle trips nor will it cause an increase in the emission of carbon dioxide (CO2) by fuel combustion. Monterey County does not have an adopted plan for green house gases. The project was considered in terms of the multiple state and federal laws passed regarding this subject. It is difficult to implement the goal of the various legislations on a small project level such as this project. A Climate Action Plan is being developed by the County. Consequently no action plan or thresholds of significance have been adopted by the County. In the interim, the County uses thresholds from other agencies, including the California Air Resources Board (CARB). The project allows the development of residential living spaces through the construction of a single family dwelling. Ultimately GHG sources targeted in such plans generally involve relocations in vehicle miles traveled, waste diversion, and technologies such as electric vehicles, and renewable energy sources, not projects such as this. Therefore, the project would have a less than significant impact as it relates to GHGs.

8. HAZARDS AND HAZARDOUS MATERIALS	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Source: IX. 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Source: IX. 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Source: IX. 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Source: IX. 1,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (Source: IX. 1,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (Source: IX. 1,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Source: IX. 1)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (Source: IX. 1,2,3,4,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**  
Refer to Section IV.

**9. HYDROLOGY AND WATER QUALITY**

<b>Would the project:</b>	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements? (Source: IX.1,2,3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (Source: IX.1,2,3)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial <u>erosion or siltation</u> on- or off-site? (Source: IX.1,2,3,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in <u>flooding</u> on- or off-site? (Source: IX.1,2,3,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (Source: IX.1,2,3,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality? (Source: IX.1,2,3,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (Source: IX.1,2,3,16 )	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? (Source: IX.1,2,3,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (Source: IX.1,2,3,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**9. HYDROLOGY AND WATER QUALITY**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
j) Inundation by seiche, tsunami, or mudflow? (Source: IX.1,2,3,6,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

Refer to Section IV.

**10. LAND USE AND PLANNING**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (Source: 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (Source: 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

Refer to Section IV.

**11. MINERAL RESOURCES**

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Source: IX.1,2,3,4,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (Source: IX.1,2,3,4,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**  
Refer to Section IV.

12. NOISE	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project result in:</b>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Source: IX.1,2,3,4,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (Source: IX.1,2,3,4,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (Source: IX.1,2,3,4,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (Source: IX.1,2,3,4,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Source: IX.1,2,3,4,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (Source: IX.1,2,3,4,12)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**  
Refer to Section IV.

13. POPULATION AND HOUSING	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
----------------------------	--------------------------------	--	------------------------------	-----------

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Source: IX.1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (Source: IX.1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**  
Refer to Section IV.

14. PUBLIC SERVICES	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
---------------------	--------------------------------	--	------------------------------	-----------

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Police protection? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Schools? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Parks? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other public facilities? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**  
Refer to Section IV.

15. RECREATION	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**  
Refer to Section IV.

16. TRANSPORTATION/TRAFFIC	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project:</b>				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with the goals, objectives, and policies of the 2010 Regional Transportation Plan for Monterey County, including, but not limited to level of service standards and travel demand measures, or other standards established by the Transportation Agency for Monterey County (TAMC) for designated roads or highways? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

16. TRANSPORTATION/TRAFFIC		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project:</b>					
d)	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Result in inadequate emergency access? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f)	Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

Refer to Section IV.

17. UTILITIES AND SERVICE SYSTEMS		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<b>Would the project:</b>					
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**17. UTILITIES AND SERVICE SYSTEMS**

<b>Would the project:</b>	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste? (Source: IX. 1,2,3,4,12,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion/Conclusion/Mitigation:**

Refer to Section IV.

## VII. MANDATORY FINDINGS OF SIGNIFICANCE

NOTE: If there are significant environmental impacts which cannot be mitigated and no feasible project alternatives are available, then complete the mandatory findings of significance and attach to this initial study as an appendix. This is the first step for starting the environmental impact report (EIR) process.

Does the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? (Source: IX. 1,2,3,4,8,9,10,11,12,13,14,15,16)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (Source: IX.1,2,3,4,8,9,10,11,12,13,14,15,16)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (Source: IX.1,2,3,4,8,9,10,11,12,13,14,15,16)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

### Discussion/Conclusion/Mitigation:

#### a) and b) - Less than Significant with Mitigation Incorporated

Based upon the analysis throughout this Initial Study, the project does not have the potential to degrade the quality of the environment, reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or engendered plant or animal. The specific work described I the project application will not result in a reasonably foreseeable direct or indirect impact to the habitat of a fish or wildlife species. The project will not result in impacts that are individually limited but cumulatively considerable. Biological surveys were prepared for the project and confirmed the presence of biological resources: Monterey pine woodland and *Piperia yadonii*. With mitigation measures incorporated, the project as proposed and conditioned will mitigate the impacts to a less than significant level.

The project will not degrade the quality of the environment, nor will have the potential to substantially reduce the fish or wildlife habitat or eliminate important examples of the major

c) – No Impact

The temporary and short-term environmental effects from project-related construction activities would not cause substantial adverse effects on human beings, either directly or indirectly.

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21082.1, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; *Sundstrom v. County of Mendocino*, (1988) 202 Cal.App.3d 296; *Leonoff v. Monterey Board of Supervisors* (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

## ***VIII. FISH AND GAME ENVIRONMENTAL DOCUMENT FEES***

### **Assessment of Fee:**

The State Legislature, through the enactment of Senate Bill (SB) 1535, revoked the authority of lead agencies to determine that a project subject to CEQA review had a “de minimis” (minimal) effect on fish and wildlife resources under the jurisdiction of the Department of Fish and Game. Projects that were determined to have a “de minimis” effect were exempt from payment of the filing fees.

SB 1535 has eliminated the provision for a determination of “de minimis” effect by the lead agency; consequently, all land development projects that are subject to environmental review are now subject to the filing fees, unless the Department of Fish and Game determines that the project will have no effect on fish and wildlife resources.

To be considered for determination of “no effect” on fish and wildlife resources, development applicants must submit a form requesting such determination to the Department of Fish and Game. Forms may be obtained by contacting the Department by telephone at (916) 631-0606 or through the Department’s website at [www.dfg.ca.gov](http://www.dfg.ca.gov).

**Conclusion:** The project will be required to pay the fee.

**Evidence:** Based on the record as a whole as embodied in the Planning Department files pertaining to PLN150669 and the attached Initial Study / Proposed Mitigated Negative Declaration.

## ***IX. REFERENCES***

1. Project Application/Plans (PLN150669)
2. 1982 Monterey County General Plan

3. Del Monte Forest Land Use Plan
4. Title 20 of the Monterey County Code (Zoning Ordinance)
5. **Google Earth** Imagery.
6. Geotechnical Report (Library No. LIB160033) for the proposed Nase Residence 1412 Lisbon Lane, Pebble Beach, California, APN 008-232-003, prepared by Grice Engineering, Inc., Salinas, CA, December 2015.
7. Phase 1 Inventory of Archaeological Resources (Library No. LIB160030) for the 1412 Lisbon Lane Property, Pebble Beach, CA 93953 APN: 008-232-003-000, prepared by Archives & Archaeology, Salinas, CA, November 10, 2015.
8. Tree Resource Assessment Management Plan (Library No. LIB160032), APN: 008-232-003-000, prepared by Frank Ono, Urban Forester, Certified Arborist, Pacific Grove, CA December 29, 2015.
9. Biological Survey, APN: 008-232-003-000 (Library No. LIB160031); 1412 Lisbon Lane, Pebble Beach, prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, November 14, 2015.
10. Biological Update- Potential Yadon's Piperia habitat: APN: 008-232-003-000 (Library No. LIB170242); 1412 Lisbon Lane, Pebble Beach, prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, March 14, 2016.
11. Biological Spring Survey- APN: 008-232-003-000 (Library No. LIB170243); 1412 Lisbon Lane, Pebble Beach, prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, April 15, 2016.
12. Site visit conducted by the project planner on November 17, 2015.
13. Site visit conducted on September 20, 2016 by Nadia Amador and Jacqueline Onciano planning staff; Werner Nase, property owner; and Patrick Regan, project's biologist Regan Biological & Horticultural Consulting.
14. Site visit conducted on November 21, 2016 by Nadia Amador, Son Pham-Gallardo, and Rudy Luquin, planning staff; Werner Nase, property owner; Patrick Regan, project's biologist Regan Biological & Horticultural Consulting; Christopher Diel, Senior Fish and Wildlife Biologist, U.S. Fish and Wildlife Service Ventura Field Office; Michael Zander, Principal Environmental Scientist, Zander Associates; and Cheryl Burrell, Pebble Beach Company.
15. Mitigation and Monitoring Plan (Library No. LIB170244); for 1412 Lisbon Lane, Pebble Beach, CA (Nase Property) prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, December 2016, Revised February 8, 2017.
16. County of Monterey GIS Viewer.
17. Monterey Bay Unified Air Pollution Control District. (2008). *2008 Air Quality Management Plan*. Accessed 26 January 2017. Available from: <http://www.mbuapcd.org/mbuapcd/pdf/Planning/2008AirQualityManagementPlan1.pdf>

18. Monterey Bay Unified Air Pollution Control District. (2013). *Triennial Plan Revision 2009-2011*. Accessed 26 January 2017. Available from:  
[http://mbuapcd.org/pdf/Final\\_Triennial\\_Plan\\_Revision\\_041913.pdf](http://mbuapcd.org/pdf/Final_Triennial_Plan_Revision_041913.pdf)
19. Association of Monterey Bay Area Governments (AMBAG). (11 June 2014). *Appendix A: 2014 Regional Growth Forecast Technical Documentation*.
20. Tribal Consultation Meeting on June 13, 2017, Consultation with Esselen Nation (Louise Ramirez), County of Monterey, RMA Office, 1441 Schilling Place, Salinas Ca, 93901

## ***X. ATTACHMENT***

*Mitigation and Monitoring Plan for 1412 Lisbon Lane, Pebble Beach, CA (Nase Property) prepared by Regan Biological & Horticultural Consulting, Carmel Valley, CA, December 2016, Revised February 8, 2017.*



MITIGATION AND  
MONITORING  
PLAN FOR 1412  
LISBON LANE,  
PEBBLE BEACH,  
CA

**ABSTRACT**

A mitigation and monitoring plan to offset the impacts to Monterey Pine woodland and *Piperia yadonii* plants resulting from the construction of a single-family residence and appurtenant development at 1412 Lisbon Lane, Pebble Beach California. Revised 2/08/2017

**Pat Regan**

Regan Biological and Horticultural Consulting

## Mitigation and Monitoring Plan

### 1.0 Summary

Mr. Werner Nase has proposed to construct a 5656 square foot single family residence at Lisbon Lane in Pebble Beach California. The property is within the developed neighborhood of Pebble Beach and is surrounded on all sides by development and Lisbon lane. There is no open space interface between the Nase property and undeveloped property. The project includes grading, removal of 46 Pine trees<sup>1</sup> of varying age and health and construction of the residence with attached 3 car garage and driveway and other hardscape features totaling 9449 square feet. The project site encompasses just under one acre (43,456 square feet) of mostly disturbed Monterey Pine woodland. Within the Nase property and a section of Pebble Beach right-of-way along the southern side of Lisbon Lane are 5 individual separate areas of *Piperia yadonii* habitat containing a total of approximately 437 (at minimum<sup>2</sup>) individual *Piperia* plants. This is a federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere .1: Seriously endangered in California). The development of the project will significantly impact the population with direct impacts to plants in the development footprint and indirect impacts to the *Piperia* and Monterey pine woodland habitat.

The overall population of *Piperia yadonii* extends from the Pebble beach right-of-way frontage directly adjacent to Lisbon lane, into the very back of the proposed construction footprint. In February of 2017 I counted at least 437 individual plants of *Piperia* with the clear majority of them within the right-of-way or just inside the north edge of the Nase property. 59 of those are within the actual house footprint. The *Piperia* population footprint is somewhat shaped like a capital T with the top of the T running east to west along the frontage of Lisbon lane and the post of the T running south through the middle of the property through to the SE corner of the proposed house footprint. This poses a few issues with mitigation. Mr. Nase and I have reviewed the potential mitigation possibilities; in order of magnitude they are:

- 1.Total avoidance - Redesign project to totally avoid all plants. Not possible unless project completely changed to a much smaller house and driveway and development footprint is moved to Southern edge of lot. Long term indirect impacts of development and surrounding neighborhood would likely still cause decline of population.
2. Large percentage avoidance and mitigate by transplanting plants from building footprint to frontage of property and Pebble Beach right-of-way, maintain and monitor for success for 5 years. Long term indirect impacts of development and surrounding neighborhood would likely still cause decline of population.
3. Proceeding with the development plan as is, mitigating for *Piperia yadonii* impacts offsite in one of multiple receiver site possibilities; transplanting all known plants to chosen receiver site in Del Monte forest, maintain and monitor for success for 5 years. Mitigate for loss of Pine trees and pine woodland by replanting on Lisbon lane site.

---

<sup>1</sup> See Frank Ono *Tree Resource Assessment Management Plan December 2015*

<sup>2</sup> As of February 7, 2017, 437 individual plants (newly emerged single or double leaf) have been flagged on the project site. This is likely fewer than what the total, below ground tuber population is on site.

After discussions with Members of the Del Monte Forest conservancy, the Del Monte Forest Open Space Advisory Committee, The Pebble Beach company and Monterey County Resource Management Agency, the decision was made to mitigate for the impacts to the Lisbon Lane site by transplanting all the known *Piperia yadonii* plants from the Lisbon lane property to a receiver site approximately 6/10ths (.6) of a mile NE within one of the open space areas owned by the Pebble Beach company and applying additional replanting and enhancement measures on the Lisbon lane property.

The measures are summarized in this *Mitigation, and Monitoring Plan* together with success criteria and monitoring protocols to ensure that all preservation, restoration and habitat enhancement goals are met.

All restoration and habitat enhancement will take place within the Nase property impacted by the project on Lisbon Lane and a small 2500 square foot (+/-) receiver site in area H of the pebble beach company . MMP objectives include: 1) restoration and or enhancement of approximately 21,600 Square feet of Monterey Pine woodland in the east end of the Nase property to mitigate for the vegetation that will be permanently lost due to construction; 2) 1:1 replacement of Monterey Pine trees that will be removed by the project; 3) translocation of the approximately 437 *Piperia yadonii* plants from the Nase property and Pebble Beach right-of-way frontage of the Nase property to a 90' by 30' area within area H in the preservation property on Pebble Beach company land along Spruance road .6 mile NE of the Nase property. 4) Maintain population quantity and manage for population increase by sexual reproduction or reduction in nonnative competition in 2700 square foot receiver site.

## 2.0 Purpose

This *Mitigation and Monitoring Plan* serves as an appendix to the *Nase Property biological survey of November 30 2015* and subsequent *Piperia survey letter of March 14, 2016* and provides restoration and habitat enhancement techniques to minimize and mitigate known and potential impacts to sensitive biological resources resulting from the construction project. Through implementation of the MMP, potential impacts to biological resources would be reduced to less than significant levels.

Specific project impacts addressed in this plan include: 1) permanent loss of approximately 9500 square feet of Monterey Pine forest; 2) including removal of 46 Monterey pines (*Pinus radiata*); 3) removal by transplant, of approximately 437 individual plants of Yadon's rein orchid (*Piperia yadonii*).



Proposed minimization or mitigation measures for each impact are summarized in Table 1 below. Table 1. Impacts addressed in the RMMP and proposed minimization or mitigation measures.

Impact	Proposed Minimization or Mitigation Measure(s)
Permanent loss of approximately 10800 square feet (9500 square feet of final surface area with 1300 sq. feet of additional impact zone) Monterey Pine forest.	Enhancement, through weed eradication and replacement plantings of native species typical of the Monterey Pine forest, of 21,600 square feet of Monterey Pine forest on the east portion of the Nase property.
Removal of 46 Monterey pines ( <i>Pinus radiata</i> )	Replacement at rate of 1:1 in Landscape plan. See Landscape Plan Sheet L-5 and Title, Hall Landscape Design.
Removal by transplant, of approximately 437 individual plants of Yadon’s rein orchid ( <i>Piperia yadonii</i> )	Transplant 437 live tubers of <i>Piperia yadonii</i> from project impact area into receiver site along Spruance road in area H of Pebble Beach Company preservation property, in early Spring after foliage of current season’s growth has emerged but before flowering. Monitor for transplant success, seedling recruitment, and population size for 5 years following transplant. <i>Piperia</i> plants do not reliably sprout new foliage and/or flower stalks every year. 5 years should be sufficient to demonstrate survival of the transplants.



### 3.0 Responsible Parties

The project proponent (Werner Nase) shall, in cooperation with the Pebble Beach Company<sup>3</sup>, be responsible for ensuring completion of all required transplanting, maintenance, and monitoring. In addition, the project proponent shall submit copies of the annual monitoring report to the County of Monterey, Resource Management Agency, Planning Department, California Department of Fish and Game, the U.S. Fish and Wildlife Service and Pebble Beach Company

All transplanting and maintenance shall be performed under the direction of an approved biologist familiar with the identification and life history of *Piperia yadonii* (henceforth referred to as the Project Biologist). Enhancement of areas on the Nase property shall be conducted by a Restoration ecologist or Landscaper familiar with and experienced in native plant restoration and horticulture. (henceforth referred to as the Landscape Contractor) The Landscape Contractor shall be responsible for conducting all site preparation, planting, and maintenance per the details and specifications provided herein.

A qualified biologist (from the Monterey County list of approved consulting biologists) shall conduct all monitoring and preparation of annual monitoring reports.

### 4.0 Goals of MMP

RMMP goals are listed below per the areas to which they apply.

#### *Monterey Pine forest enhancement/ Restoration Site*

- 1) Eradicate majority of non-native grasses, weeds and introduced landscape plants, from eastern portion of Nase property.
- 2) Restore 19000 square foot area on east portion of Nase property using the dominant native species present on project site.
- 2) Replace all trees removed during construction.
- 3) Prevent invasive non-native plant species from colonizing soil disturbed during construction.
- 4) Maintain Native plant habitat with less than 10% nonnative species over course of monitoring period

#### *Piperia receiver/preservation Site*

- 1) Successfully transplant at least 437 *Piperia yadonii* tubers from the Nase property and Pebble Beach right of way into receiver site, avoiding any disruption to successful seed production.

---

<sup>3</sup> A memorandum of understanding and appropriate legal documentation of liability and shared responsibilities between Mr. Nase and the Pebble Beach Company will be prepared and signed before any of these activities take place

- 2) Restore 2700 Square feet of Monterey Pine woodland by removing and preventing establishment of new, or reestablishment of nonnative invasive weeds within the receiver site
- 3) Maintain Native Plant habitat with less than 10% nonnative species over course of monitoring period.

5.0 Proposed Restoration and Mitigation Sites

5.1 Lisbon Lane Restoration Site

5.1.1 Location, Size, and Status of Restoration Site.

One continuous strip of land running north to south along the east side of the Nase property and fronted on the North by the Pebble Beach right of way along Lisbon Lane and on the South by the Nase Property line and corresponding fence line with the neighboring property to the south, will be restored to Monterey Pine woodland. This strip of land is approximately 21,600 square feet running approximately 240 feet from North end to South end and 90 feet from east to west, between the proposed house and the eastern neighboring property. The site is currently occupied by a mixture of widely varying sized Monterey pine and Coast live oak trees, occasional native Shrubs such as Evergreen huckleberry and a dense understory of annual weedy grasses such as Rattlesnake grass, Ripgut brome, foxtail chess and Foxtail barley interspersed with introduced landscape plants like *Amaryllis belladonna* and *Epipactis helleborine* .

This area has been managed lightly over the years, primarily for fire fuel management. It appears it has also served at the depository for landscape clippings and waste from neighboring properties, hence the nonnative species introductions. Nonnative eradication and invasive weed management will be important



activities pre and post planting to ensure success of the native species.

This photo shows the proposed restoration area at the East end of the Nase property in November 2015 at the end of 4 years of severe drought.

## 5.2 Spruance Road *Piperia Yadonii* Receiver Site

### 5.2.1 Location, Size, and Status of *Piperia yadonii* Receiver site

The 2700 square foot receiver site is on the West side of Spruance road (a dirt road used for Fire safety and special transportation access for large Pebble Beach events) approximately 2/10ths of a mile north of its intersection with Ronda Road. The area is within mature Monterey pine forest with a mixture of smaller trees and shrubs including, Coast live oak, Toyon, Poison oak, and nonnative *Acacia* sp. and *Genista monspessulana* with little to no herbaceous understory. Previous to translocating the *Piperia* tubers from the Nase property to this location it will be prepared by removing the entire *Acacia* plants as well the *Genista* and the fallen oak tree seen in the photo below. Just east of this location, on the other side of Spruance road is a population of *Piperia yadonii* that will be used as a reference population to compare with the translocated plants to determine expected foliage emergence and flowering and reproduction in each year of the monitoring of the translocated plants.



## 5.3 Monterey Pine Planting Site (locations on Lisbon Lane property other than the Eastern restoration area)

### 5.3.1 Location, Size, and Status of Monterey Pine Planting Sites

Monterey pine replacement is incorporated into the landscape planting plan (Hall Landscape Design Sheet L-5) throughout the approximately 1 acre project site. To the greatest degree feasible, all trees used for replacement trees will be grown from seed collected on the project site or within the Del Monte forest. As Monterey Pines are presently scattered over much of the project area in sizes varying from seedlings to over 40 feet tall, it is apparent that conditions are suitable for establishing new container grown trees throughout.

## 6.0 Implementation Plan

6.1 Planting Stock

The Landscape Contractor shall be responsible for procuring all container stock and ensuring that all plant materials specified as site specific are produced from site-specific materials (seed, divisions or cuttings). All container stock shall be healthy, pest-, and disease-free. Root-bound trees shall be rejected. The Landscape Contractor shall also verify that plant materials match the genus, species, and size specified in the planting list for each area. If a specified container type is unavailable, the Landscape Contractor may substitute another container type, provided the substituted container is close to the original in volume and depth. \*It is critical that the project proponent and or owner identify a nursery to begin collecting and growing the specified plants as soon as possible to ensure availability for the eventual Landscape contractor.

The number of plants required for the restoration site assumes that roots of all existing native trees and shrubs in this area will remain intact after weed eradication efforts. Spacing of new plants will be done with existing tree canopy, root competition and ultimate mature sizes of plants in mind. An average spacing of approximately 4 feet on center will be applied to all plant species. The Landscape Contractor may adjust quantities based on observed site conditions after all construction and weed control is finished. A list of all plant materials required for the restoration area is provided below in Table 2.

Table 2: Plants for Restoration/Enhancement and Preservation Areas

Common Name	Scientific Name	Quantity	Size
Restoration area C			
Evergreen huckleberry	<i>Vaccinium ovatum</i>	10	1 gallon container (minimum) or transplant from impact area
Dune goldenrod	<i>Solidago spathulata</i>	30	1 gallon or transplant from impact area
Douglass iris	<i>Iris douglasiana</i>	30	1 gallon or transplant from impact area

Common Name	Scientific Name	Quantity	Size
Creeping snowberry	<i>Symphoricarpos mollis</i>	10	1 gallon or transplant from impact area
Common yarrow	<i>Achillea millefolium</i>	30	Stubby cell
Sticky monkeyflower	<i>Mimulus aurantiacus</i>	20	stubby cell
Deer weed	<i>Acmispon glaber</i>	20	stubby cell
Monterey Pine	<i>Pinus radiata</i>	45	5 gallon
Transplants of Yadon's rein orchid to preservation area H in Del Monte Forest			
Yadon's rein orchid	<i>Piperia yadonii</i>	437 (approximate +/-)	In soil wedges

Container sizes referenced:

Stubby cell = ray leach cone-tainer RC7 1.5" diameter by 5.5" deep bullet shaped tube  
 1 gallon = 6.5" diameter by 7.5" deep

6.2 *Planting and Transplanting Schedule*

All planting for the restoration area shall begin after initial weed control efforts have been completed. Planting shall begin shortly after rains have saturated the soil to at least 8" depth and more rain is expected - typically December 1<sup>st</sup>- January 15<sup>th</sup>. Planting should be completed by April 15.

If permitting and construction schedules prevent implementation of the planting plan during the December to April period, supplemental watering for establishment of the native species will be required.

Transplanting of Yadon's rein orchid from within the project impact area on Lisbon Lane into the preservation area receiver site on Spruance Road will take place between October 15 and March 15. This allows for transplant to occur while all tubers are dormant up to the point when the majority of tubers have sent up vegetative shoots but before flower stalks appear.

Even if permitting and construction schedules prevent implementation of the transplanting plan during the October to March period, to avoid disrupting seed production, the transplant process will be restricted to that period in which the plants are dormant, post flower and seed production up until the first flowering stalks are observed to be rising out of the foliage of known *Piperia* plants on the Lisbon Lane site. A qualified Biologist on the Monterey County list of approved consulting Biologists will monitor the population up until the date that the project is approved to proceed, then confer with USFWS and Pebble Beach company biologists to evaluate the status of the plants and whether it is feasible to commence

transplantation efforts. During this monitoring period, all plants sending up new foliage will be documented and marked with flags other than the orange color used during the initial monitoring in Spring 2016. This will assist in determining the size of each patch for the tree spade operator and simplify the transplant process, if it becomes necessary to do it in the fall of 2017 by marking every foliage producing tuber even after all above ground growth has withered and senesced. Based on the monitoring, the project biologist will determine when the transplant will occur and how much area will be scooped out and transferred to the Spruance road receiver site. If, at the point the project is approved to proceed, plants in the Lisbon Lane property are observed to be sending up flowering stalks,<sup>4</sup>the project will be delayed until plants have gone dormant in the fall of 2017.

### 6.3 Site Preparation

The Monterey Pine restoration/enhancement area on the Nase property shall be mowed or cut with weed eater to 2" or less prior to planting. After the rainy season has begun and annual weeds have sprouted, the entire area will be sprayed with a glyphosate based herbicide (Roundup or equivalent). No native shrubs or trees are to be sprayed and extreme care shall be taken to avoid overspray on to existing natives and plants on neighboring property. Once first application has taken effect, if re-growth of nonnative annuals or perennials is observed, these plants should get a second application of the herbicide spot sprayed as needed. Every effort to avoid additional disturbance of the soil other than digging holes for new plants shall be made.

The *Piperia* Receiver site in the preservation area H will require little preparation aside from the removal of large Acacia plants and a dead oak tree as well as 3-5" of leaf litter from Pines and Acacias on the site. The site for the transplanted *Piperia* was selected based on similarities to the area they will be transplanted from. The Acacia trees have allelopathically limited the growth of understory plants for an extended period. Removal of the Acacia trees (roots and all) and the accumulated leaf litter will improve conditions for native understory plants to recolonize this area. After the Acacia and oak trunk have been removed, a tree spade attached to a tractor will be used to excavate a hole at the chosen receiver site. The Tractor will then go to the Nase property and begin taking "wedges" of *Piperia* occupied soil. The tubers of *Piperia* along with all the companion vegetation will be excavated in a wedge of soil by the tree spade and taken to the receiver site where they will be placed into the wedge-shaped excavations prepared for them. The soil excavated from the receiver site and the accumulated leaf litter raked from the site will be disposed of in another location as worked out with Pebble Beach company.

---

<sup>4</sup> It may be possible to move some of the Lisbon lane population even after some plants begin flowering, but this decision will be made in consultation with USFWS staff. In 2016, plants in the eastern portion had flowered and senesced by late July and some plants in the Western portion had not yet put up flowering stalks until September.

## 6.4 *Planting Methods*

### 6.4.1 Lisbon Lane Restoration Site

Containerized restoration plants shall be installed per the 8' average minimum spacing and numbers provided in Table 2. The locations of planting areas are not specified now and are open to the discretion of the Landscape contractor in coordination with the project Biologist, based on existing shrubs and trees and results of weed eradication activities. Container stock shall be planted with the minimum amount of soil disturbance possible to ensure the least amount of exposure of old weed seeds in the soil. Due to the loose sandy conditions, holes should be excavated with narrow trench shovels or tools designed for planting stubby cell leach tubes. Holes just deep enough for the container size shall be excavated and soil temporarily "stored" in a bucket to prevent spreading onto undisturbed areas. Plants should be placed into holes with the top of the root ball flush with the surrounding soil level and carefully firmed into place with the excavated soil then gently watered in.

6.4.2 Transplanted perennials and shrubs shall be prepared for transplant by carefully pruning back top growth (50% or less) and excavating around the root system to free up the entire root mass. Receiver sites shall be prepared ahead of time with holes dug wide and deep enough to hold the entire root system and well-watered to hydrate the surrounding soil. Plants shall be removed from the impact area and transplanted to the receiver site as soon as physically possible. Plants should be placed so that the root crown sits at the same height in relation to surrounding soil as it did in its original location. Excavated soil is then replaced around the plant and it should be thoroughly soaked to settle the soil around the roots.

All plants (from containers or transplant) shall be mulched with 3" of weed-free mulch (e.g. shredded bark or coconut fiber) in a 4-6" ring around the plant. Mulch shall be pulled back an inch from the base of plants to prevent rot. All plants shall be watered well after planting.

### 6.4.3 Spruance Road *Piperia yadonii* Receiver Site

Transplanted *Piperia* tubers will *not* be individually excavated by hand. *Piperia* plants will be scooped up with soil intact and carried from the donor site to the receiver site inside the tree spade. All receiver sites shall be identified and prepared before the *Piperia* plant "Wedges" are excavated. Tubers shall be transplanted from the donor to the receiver sites as soon as physically possible after being scooped up, and placed in excavated holes in the same position and at the same depth as was removed from the donor site. Each soil wedge location will be photographed, flagged, numbered and all visible *Piperia* plants mapped using a Global positioning system (GPS) device to aid future monitoring.

Until ground breaking for construction of the single-family residence occurs, the Lisbon Lane property will continue to be monitored for *Piperia* foliage, and plants documented will be flagged and transplanted to the Spruance road receiver site at the appropriate time.

During initial groundbreaking activities in the proposed driveway, garage, house and front fence areas, the project biologist shall be on site to monitor and screen samples of soil to search for additional *Piperia*

tubers that may not have produced foliage or flower and still be present after the main transplant effort has concluded. Found tubers will be documented, photographed and transplanted into the receiver site within a soil wedge previously translocated from the Lisbon lane property.

6.4.4 Seed sowing<sup>5</sup> of *Piperia yadonii* shall be done by hand into open spaces between the translocated soil wedges in the preservation area. The receiver area shall be lightly raked with a bow rake or metal tined leaf rake to remove leaf litter and create rough areas for the seed to settle in. Light tamping to maximize seed contact with soil can be achieved by walking back and forth over the seeded area. No watering is necessary, as germination timing and establishment will be dependent upon natural rainfall.

## 7.0 Maintenance During Monitoring Period

### 7.1 Maintenance Activities

#### Watering

Transplanted and container stock at the Lisbon Lane property and transplants at the Spruance road preservation receiver site shall be watered by hand using a water truck or on site irrigation connection, if low rainfall conditions threaten plant survival between the winter planting date and June 1<sup>st</sup>. Plants are not expected to require summer water provided all container stock is installed prior to March 15, planted per specifications, and adequately watered (by hand if necessary) through June 1<sup>st</sup>. However, it is the responsibility of the Landscape Contractor to ensure the plants' survival. Therefore, it is recommended that the Landscape Contractor monitor plant performance during spring/summer weed control visits and hand water once every 2 weeks through the first summer *if necessary*. All watering may cease after the start of winter rains the year after planting.

#### Weed Control

Weed control may be the single most important element of establishing a healthy restoration of habitat and protecting the long-term viability of a *Piperia yadonii* population. The goals of weed control on site are to: 1) prevent the spread of invasive non-native species to areas disturbed during



<sup>5</sup> Depending on timing of project commencement, *Piperia yadonii* seed, if available, may be collected from plants on the Nase property and sown at the receiver site after the translocation occurs.

construction and transplantation; 2) reduce or eliminate weed competition with planted stock and translocated tubers; and 3) eradicate existing invasive weeds from restoration and preservation sites

Following planting, the restoration/enhancement and preservation areas shall be weeded on a regular basis (January, April, July and October) for at least five years, or until success criteria are met. Weeding should be conducted under the direction of a qualified biologist and laborers shall be trained in the recognition of both the nonnative species to be removed as well as the native species to protect and leave in place. (Photo at bottom of previous page shows mix of native and nonnative species around *Piperia* foliage) Weeding efforts shall target annual grasses, introduced nonnative landscape plants, and *Genista* and *Acacia* in the restoration/enhancement site on the Lisbon lane property, and include any and all non-native species in the preservation site along Spruance road

## 7.2 Maintenance Schedule

### Lisbon Lane Restoration Site

The maintenance period shall begin after planting is completed, and continue for at least 5 years until success criteria have been met. Maintenance activities will include weeding the restoration/enhancement and preservation receiver site as well as watering at both sites as needed. Weeding shall be performed at least three times each year between January and July and again in Autumn as necessary. Container stock shall be watered by hand if low rainfall conditions threaten plant survival between the winter planting date and June 1<sup>st</sup>. The later the planting date occurs, the later the supplemental watering should continue. Due to the small container size of planted stock, late summer and fall watering should not be necessary. However, plant performance should be monitored by the Landscape Contractor during spring/summer weed control visits and *if necessary*, plants watered once a month until the onset of the next rainy season..

### Spruance Road *Piperia* Yadonii Receiver Site

Translocated *Piperia* plants should be watered by hand (Using a water truck or carried in buckets) immediately after the translocation process has concluded and repeated no more than two weeks apart or two weeks after the most recent rainfall if rainfall occurs less than two weeks after translocation until June 1. Timing of the transplant will also affect the watering regime here. The later the transplant the later into the year the supplemental watering should occur. Watering should be done sparingly in any case as early dormancy from drought stress is preferable to rotting the tubers from too much water.

## 8.0 Monitoring Plan

Monitoring of both the restoration/enhancement site and the preservation receiver site will occur 4 times a year for 5 full years after completion of the project.

## 8.1 Intermediate Performance Standards and Final Success Criteria

Intermediate performance standards for Years 1 and 2 and final success criteria for Year 5 are listed below by area.

### Lisbon Lane Restoration Site

#### Intermediate performance standards:

- 1) 90% survival of all container stock combined in fall of Year 1 (the first fall after planting)
- 2) Total non-native species cover 15% or less in spring of Year 1; 10% or less in spring of Year 2 and thereafter

#### Final success criteria:

- 1) Total percent of vegetative cover 90% native species or greater in spring of Year 5
- 2) Total non-native species cover 10% or less in spring of Year 5

### Spruance Road *Piperia yadonii* Receiver Site

#### Intermediate performance standards:

- 1) Total number of *Piperia* tubers sprouting foliage within the translocation receiver area, first year equal to 25% of original transplant number.  
Total number of *Piperia* tubers sprouting foliage within the translocation receiver area, years two and three equal to 50% of original transplant number.  
Total number of *Piperia* tubers sprouting foliage within the translocation receiver area, year 4 equal to 75% of original transplant number.
- 2) total vegetative cover of nonnative species within translocation receiver site 10% or less in year one and 5% or less in years 2-4

#### Final success criterion:

Total number of *Piperia* tubers within the translocation receiver site sprouting foliage in fifth year equal to 100% of original transplanted number and total area (square feet) of receiver site occupied by *Piperia* plants increased from original transplant area.

Plants existing within the preservation area, directly south of the receiver site on the opposite side of Spruance road will be monitored each of the next 5 years to use as a control baseline for determining conditions for foliage growth and blooming in each year and to provide data regarding the stability of the overall *Piperia* population within the Preservation area. A four-year percentage average (of plants counted, mapped and monitored starting in winter 2017) of the total plants putting up foliage and flower will be used as an indicator of success (or failure) in comparison to the number of plants putting up foliage and flower in the receiver site in a specific year. It is expected that the success rate (foliage and flower production) in the Receiver site will dip in the first one to two years as compared to the control site and rebound to similar rates in the 4<sup>th</sup> and 5<sup>th</sup> years. If after 4 years of monitoring, the number of plants putting up foliage growth is below 437, or below the average percentage in the control side, monitoring will be extended for up to two additional years to account for variables in weather patterns, transplant shock,

disease or mortality due to herbivory. If the 5th year count is below 437 plants putting up new foliage, the project proponent will consult with the County of Monterey and the US Fish and wildlife service to determine an appropriate alternate mitigation such as funding protection of a known population in a nearby area or extended monitoring and reporting to determine reasons for the population decline as well as potential remedial actions beneficial to future *Piperia* management activities.

Monterey Pine Planting Sites as noted on Hall Landscape Design landscape planting plan sheet L-5

Intermediate performance standard:

- 1) 100% survival of planted pines in fall of Years 1 and 2<sup>6</sup>

Final success criterion:

- 1) 100% survival of planted pines in fall of Year 5

*8.2 Monitoring Methods*

All monitoring of the containerized stock and transplanted shrubs and perennials in the restoration/enhancement site and the translocated *Piperia* plants in the preservation receiver site shall be completed by a qualified biologist, from the Monterey County list of consulting biologists. Percent cover monitoring shall be performed in the spring. Percent cover of Annual grasses, Genista, and other nonnative weeds may be visually estimated for each site after searching the entire area thoroughly.

For the restoration/enhancement site, additional required native cover data shall be collected quantitatively. Line transects shall be randomly placed per a stratified sampling design, based on the total area of that site. A total of at least 4 15-ft transects shall be placed across the restoration area. 10 points per transect shall be sampled for total cover by recording all species that occur at each point. Percent cover of native species, non-native species, and bare ground shall then be calculated for each transect. Mean and standard error for each cover class shall then be calculated for all transects combined and compared to performance standards/success criteria.

Survival/mortality shall be determined quantitatively in year one for the restoration/enhancement area. Subsampling is recommended to reduce sampling time. Subsampled individuals should be randomly selected before or immediately following planting. Each plant within the subsample should be well marked for easy relocation during fall monitoring.

*8.3 Annual Reports*

In December of each year, the project proponent shall submit annual monitoring reports to the County of Monterey RMA Planning department, U.S. Fish and Wildlife Service, California Department of Fish and

---

<sup>6</sup> Ono Tree management plan calls for 100% survival of planted stock. All trees that die will be replaced to meet 100% success.

Wildlife and Pebble Beach Company, for a total of 5 years. The first report shall be submitted in December of the year in which all planting and translocation has been concluded. Monitoring reports shall include methods, results, analysis of results, photo documentation, discussion of results relative to performance standards/success criteria, and recommended remedial measures if necessary.

#### 8.4 *Monitoring Schedule*

Monitoring of translocated *Piperia* plants in the receiver site shall occur once a month for the first 6 months after transplant. Annual monitoring for all areas shall be performed in the early spring (March – April) and late summer (August – September) of Years 1, 2, 3, 4 and 5. If final success criteria are met Year 5, all monitoring may cease. If final success criteria are not met Year 5, remedial planting and weed control shall be performed and the site monitored again the following year.

#### 9.0 *Completion of Mitigation*

Mitigation shall be considered complete once the Year 5 annual monitoring report has been submitted and all success criteria have been met to the satisfaction of the County of Monterey Planning Department, U.S. Fish and Wildlife Service and California Department of Fish and Wildlife. If the site does not meet final success criteria at the end of the 5-year monitoring period, contingency measures shall be implemented (see below) or success criteria modified with approval of the reviewing agencies listed above. Success criteria shall be waived in the event of high plant mortality due to prolonged drought, or other adverse circumstances beyond the project proponent's control.

#### 10.0 *Contingency Measures*

##### Lisbon Lane Restoration Site

If the site does not meet final success criteria at the end of 5 years, additional planting and weed control shall be implemented the following winter to meet success criteria. Monitoring shall be repeated in the spring and fall following planting, and an annual report submitted to the agencies (see Section 9.0) in December.

##### Spruance Road *Piperia yadonii* Receiver Site

If the Site does not meet final success criteria at the end of 5 years, the project proponent (and/or project biologist) shall consult with US Fish and Wildlife staff on appropriate measures to take based on monitoring results and research that has been conducted on Pebble Beach Company property. Measures may include additional monitoring time, Soil treatments, Seeding in other areas and or increased weed control.

#### Attachments

Arborists Tree Plan

Biological assessment and addendum  
Site plan / with Piperia mapped  
Landscape Plan Sheet L-5

This page intentionally left blank.

# Attachment H

This page intentionally left blank.



# MITIGATION AND MONITORING PLAN FOR 1412 LISBON LANE, PEBBLE BEACH, CA

## ABSTRACT

A mitigation and monitoring plan to offset the impacts to Monterey Pine woodland and *Piperia yadonii* plants resulting from the construction of a single-family residence and appurtenant development at 1412 Lisbon Lane, Pebble Beach California. Revised 2/08/2017

Pat Regan

Regan Biological and Horticultural Consulting

## Mitigation and Monitoring Plan

### 1.0 Summary

Mr. Werner Nase has proposed to construct a 5656 square foot single family residence at Lisbon Lane in Pebble Beach California. The property is within the developed neighborhood of Pebble Beach and is surrounded on all sides by development and Lisbon lane. There is no open space interface between the Nase property and undeveloped property. The project includes grading, removal of 46 Pine trees<sup>1</sup> of varying age and health and construction of the residence with attached 3 car garage and driveway and other hardscape features totaling 9449 square feet. The project site encompasses just under one acre (43,456 square feet) of mostly disturbed Monterey Pine woodland. Within the Nase property and a section of Pebble Beach right-of-way along the southern side of Lisbon Lane are 5 individual separate areas of *Piperia yadonii* habitat containing a total of approximately 437 (at minimum<sup>2</sup>) individual *Piperia* plants. This is a federally listed Endangered species, State Rare plant rank 1B.1 (Rare, threatened, or endangered in California and elsewhere .1: Seriously endangered in California). The development of the project will significantly impact the population with direct impacts to plants in the development footprint and indirect impacts to the *Piperia* and Monterey pine woodland habitat.

The overall population of *Piperia yadonii* extends from the Pebble beach right-of-way frontage directly adjacent to Lisbon lane, into the very back of the proposed construction footprint. In February of 2017 I counted at least 437 individual plants of *Piperia* with the clear majority of them within the right-of-way or just inside the north edge of the Nase property. 59 of those are within the actual house footprint. The *Piperia* population footprint is somewhat shaped like a capital T with the top of the T running east to west along the frontage of Lisbon lane and the post of the T running south through the middle of the property through to the SE corner of the proposed house footprint. This poses a few issues with mitigation. Mr. Nase and I have reviewed the potential mitigation possibilities; in order of magnitude they are:

- 1.Total avoidance - Redesign project to totally avoid all plants. Not possible unless project completely changed to a much smaller house and driveway and development footprint is moved to Southern edge of lot. Long term indirect impacts of development and surrounding neighborhood would likely still cause decline of population.
2. Large percentage avoidance and mitigate by transplanting plants from building footprint to frontage of property and Pebble Beach right-of-way, maintain and monitor for success for 5 years. Long term indirect impacts of development and surrounding neighborhood would likely still cause decline of population.
3. Proceeding with the development plan as is, mitigating for *Piperia yadonii* impacts offsite in one of multiple receiver site possibilities; transplanting all known plants to chosen receiver site in Del Monte forest, maintain and monitor for success for 5 years. Mitigate for loss of Pine trees and pine woodland by replanting on Lisbon lane site.

---

<sup>1</sup> See Frank Ono *Tree Resource Assessment Management Plan December 2015*

<sup>2</sup> As of February 7, 2017, 437 individual plants (newly emerged single or double leaf) have been flagged on the project site. This is likely fewer than what the total, below ground tuber population is on site.

After discussions with Members of the Del Monte Forest conservancy, the Del Monte Forest Open Space Advisory Committee, The Pebble Beach company and Monterey County Resource Management Agency, the decision was made to mitigate for the impacts to the Lisbon Lane site by transplanting all the known *Piperia yadonii* plants from the Lisbon lane property to a receiver site approximately 6/10ths (.6) of a mile NE within one of the open space areas owned by the Pebble Beach company and applying additional replanting and enhancement measures on the Lisbon lane property.

The measures are summarized in this *Mitigation, and Monitoring Plan* together with success criteria and monitoring protocols to ensure that all preservation, restoration and habitat enhancement goals are met.

All restoration and habitat enhancement will take place within the Nase property impacted by the project on Lisbon Lane and a small 2500 square foot (+/-) receiver site in area H of the pebble beach company . MMP objectives include: 1) restoration and or enhancement of approximately 21,600 Square feet of Monterey Pine woodland in the east end of the Nase property to mitigate for the vegetation that will be permanently lost due to construction; 2) 1:1 replacement of Monterey Pine trees that will be removed by the project; 3) translocation of the approximately 437 *Piperia yadonii* plants from the Nase property and Pebble Beach right-of-way frontage of the Nase property to a 90' by 30' area within area H in the preservation property on Pebble Beach company land along Spruance road .6 mile NE of the Nase property. 4) Maintain population quantity and manage for population increase by sexual reproduction or reduction in nonnative competition in 2700 square foot receiver site.

## 2.0 Purpose

This *Mitigation and Monitoring Plan* serves as an appendix to the *Nase Property biological survey of November 30 2015* and subsequent *Piperia survey letter of March 14, 2016* and provides restoration and habitat enhancement techniques to minimize and mitigate known and potential impacts to sensitive biological resources resulting from the construction project. Through implementation of the MMP, potential impacts to biological resources would be reduced to less than significant levels.

Specific project impacts addressed in this plan include: 1) permanent loss of approximately 9500 square feet of Monterey Pine forest; 2) including removal of 46 Monterey pines (*Pinus radiata*); 3) removal by transplant, of approximately 437 individual plants of Yadon's rein orchid (*Piperia yadonii*).



Proposed minimization or mitigation measures for each impact are summarized in Table 1 below. Table 1. Impacts addressed in the RMMP and proposed minimization or mitigation measures.

Impact	Proposed Minimization or Mitigation Measure(s)
Permanent loss of approximately 10800 square feet (9500 square feet of final surface area with 1300 sq. feet of additional impact zone) Monterey Pine forest.	Enhancement, through weed eradication and replacement plantings of native species typical of the Monterey Pine forest, of 21,600 square feet of Monterey Pine forest on the east portion of the Nase property.
Removal of 46 Monterey pines ( <i>Pinus radiata</i> )	Replacement at rate of 1:1 in Landscape plan. See Landscape Plan Sheet L-5 and Title, Hall Landscape Design.
Removal by transplant, of approximately 437 individual plants of Yadon’s rein orchid ( <i>Piperia yadonii</i> )	Transplant 437 live tubers of <i>Piperia yadonii</i> from project impact area into receiver site along Spruance road in area H of Pebble Beach Company preservation property, in early Spring after foliage of current season’s growth has emerged but before flowering. Monitor for transplant success, seedling recruitment, and population size for 5 years following transplant. <i>Piperia</i> plants do not reliably sprout new foliage and/or flower stalks every year. 5 years should be sufficient to demonstrate survival of the transplants.



### 3.0 Responsible Parties

The project proponent (Werner Nase) shall, in cooperation with the Pebble Beach Company<sup>3</sup>, be responsible for ensuring completion of all required transplanting, maintenance, and monitoring. In addition, the project proponent shall submit copies of the annual monitoring report to the County of Monterey, Resource Management Agency, Planning Department, California Department of Fish and Game, the U.S. Fish and Wildlife Service and Pebble Beach Company

All transplanting and maintenance shall be performed under the direction of an approved biologist familiar with the identification and life history of *Piperia yadonii* (henceforth referred to as the Project Biologist). Enhancement of areas on the Nase property shall be conducted by a Restoration ecologist or Landscaper familiar with and experienced in native plant restoration and horticulture. (henceforth referred to as the Landscape Contractor) The Landscape Contractor shall be responsible for conducting all site preparation, planting, and maintenance per the details and specifications provided herein.

A qualified biologist (from the Monterey County list of approved consulting biologists) shall conduct all monitoring and preparation of annual monitoring reports.

### 4.0 Goals of MMP

RMMP goals are listed below per the areas to which they apply.

#### *Monterey Pine forest enhancement/ Restoration Site*

- 1) Eradicate majority of non-native grasses, weeds and introduced landscape plants, from eastern portion of Nase property.
- 2) Restore 19000 square foot area on east portion of Nase property using the dominant native species present on project site.
- 2) Replace all trees removed during construction.
- 3) Prevent invasive non-native plant species from colonizing soil disturbed during construction.
- 4) Maintain Native plant habitat with less than 10% nonnative species over course of monitoring period

#### *Piperia receiver/preservation Site*

- 1) Successfully transplant at least 437 *Piperia yadonii* tubers from the Nase property and Pebble Beach right of way into receiver site, avoiding any disruption to successful seed production.

---

<sup>3</sup> A memorandum of understanding and appropriate legal documentation of liability and shared responsibilities between Mr. Nase and the Pebble Beach Company will be prepared and signed before any of these activities take place

2) Restore 2700 Square feet of Monterey Pine woodland by removing and preventing establishment of new, or reestablishment of nonnative invasive weeds within the receiver site

3) Maintain Native Plant habitat with less than 10% nonnative species over course of monitoring period.

## 5.0 Proposed Restoration and Mitigation Sites

### 5.1 Lisbon Lane Restoration Site

#### 5.1.1 Location, Size, and Status of Restoration Site.

One continuous strip of land running north to south along the east side of the Nase property and fronted on the North by the Pebble Beach right of way along Lisbon Lane and on the South by the Nase Property line and corresponding fence line with the neighboring property to the south, will be restored to Monterey Pine woodland. This strip of land is approximately 21,600 square feet running approximately 240 feet from North end to South end and 90 feet from east to west, between the proposed house and the eastern neighboring property. The site is currently occupied by a mixture of widely varying sized Monterey pine and Coast live oak trees, occasional native Shrubs such as Evergreen huckleberry and a dense understory of annual weedy grasses such as Rattlesnake grass, Ripgut brome, foxtail chess and Foxtail barley interspersed with introduced landscape plants like *Amaryllis belladonna* and *Epipactis helleborine* .

This area has been managed lightly over the years, primarily for fire fuel management. It appears it has also served at the depository for landscape clippings and waste from neighboring properties, hence the nonnative species introductions. Nonnative eradication and invasive weed management will be important



activities pre and post planting to ensure success of the native species.

This photo shows the proposed restoration area at the East end of the Nase property in November 2015 at the end of 4 years of severe drought.

## 5.2 Spruance Road *Piperia yadonii* Receiver Site

### 5.2.1 Location, Size, and Status of *Piperia yadonii* Receiver site

The 2700 square foot receiver site is on the West side of Spruance road (a dirt road used for Fire safety and special transportation access for large Pebble Beach events) approximately 2/10ths of a mile north of its intersection with Ronda Road. The area is within mature Monterey pine forest with a mixture of smaller trees and shrubs including, Coast live oak, Toyon, Poison oak, and nonnative *Acacia* sp. and *Genista monspessulana* with little to no herbaceous understory. Previous to translocating the *Piperia* tubers from the Nase property to this location it will be prepared by removing the entire *Acacia* plants as well the *Genista* and the fallen oak tree seen in the photo below. Just east of this location, on the other side of Spruance road is a population of *Piperia yadonii* that will be used as a reference population to compare with the translocated plants to determine expected foliage emergence and flowering and reproduction in each year of the monitoring of the translocated plants.



## 5.3 Monterey Pine Planting Site (locations on Lisbon Lane property other than the Eastern restoration area)

### 5.3.1 Location, Size, and Status of Monterey Pine Planting Sites

Monterey pine replacement is incorporated into the landscape planting plan (Hall Landscape Design Sheet L-5) throughout the approximately 1 acre project site. To the greatest degree feasible, all trees used for replacement trees will be grown from seed collected on the project site or within the Del Monte forest. As Monterey Pines are presently scattered over much of the project area in sizes varying from seedlings to over 40 feet tall, it is apparent that conditions are suitable for establishing new container grown trees throughout.

## 6.0 Implementation Plan

6.1 Planting Stock

The Landscape Contractor shall be responsible for procuring all container stock and ensuring that all plant materials specified as site specific are produced from site-specific materials (seed, divisions or cuttings). All container stock shall be healthy, pest-, and disease-free. Root-bound trees shall be rejected. The Landscape Contractor shall also verify that plant materials match the genus, species, and size specified in the planting list for each area. If a specified container type is unavailable, the Landscape Contractor may substitute another container type, provided the substituted container is close to the original in volume and depth. \*It is critical that the project proponent and or owner identify a nursery to begin collecting and growing the specified plants as soon as possible to ensure availability for the eventual Landscape contractor.

The number of plants required for the restoration site assumes that roots of all existing native trees and shrubs in this area will remain intact after weed eradication efforts. Spacing of new plants will be done with existing tree canopy, root competition and ultimate mature sizes of plants in mind. An average spacing of approximately 4 feet on center will be applied to all plant species. The Landscape Contractor may adjust quantities based on observed site conditions after all construction and weed control is finished. A list of all plant materials required for the restoration area is provided below in Table 2.

Table 2: Plants for Restoration/Enhancement and Preservation Areas

Common Name	Scientific Name	Quantity	Size
Restoration area C			
Evergreen huckleberry	<i>Vaccinium ovatum</i>	10	1 gallon container (minimum) or transplant from impact area
Dune goldenrod	<i>Solidago spathulata</i>	30	1 gallon or transplant from impact area
Douglass iris	<i>Iris douglasiana</i>	30	1 gallon or transplant from impact area

Common Name	Scientific Name	Quantity	Size
Creeping snowberry	<i>Symphoricarpos mollis</i>	10	1 gallon or transplant from impact area
Common yarrow	<i>Achillea millefolium</i>	30	Stubby cell
Sticky monkeyflower	<i>Mimulus aurantiacus</i>	20	stubby cell
Deer weed	<i>Acmispon glaber</i>	20	stubby cell
Monterey Pine	<i>Pinus radiata</i>	45	5 gallon
Transplants of Yadon's rein orchid to preservation area H in Del Monte Forest			
Yadon's rein orchid	<i>Piperia yadonii</i>	437 (approximate +/-)	In soil wedges

Container sizes referenced:

Stubby cell = ray leach cone-tainer RC7 1.5" diameter by 5.5" deep bullet shaped tube

1 gallon = 6.5" diameter by 7.5" deep

## 6.2 Planting and Transplanting Schedule

All planting for the restoration area shall begin after initial weed control efforts have been completed. Planting shall begin shortly after rains have saturated the soil to at least 8" depth and more rain is expected - typically December 1<sup>st</sup>- January 15<sup>th</sup>. Planting should be completed by April 15.

If permitting and construction schedules prevent implementation of the planting plan during the December to April period, supplemental watering for establishment of the native species will be required.

Transplanting of Yadon's rein orchid from within the project impact area on Lisbon Lane into the preservation area receiver site on Spruance Road will take place between October 15 and March 15. This allows for transplant to occur while all tubers are dormant up to the point when the majority of tubers have sent up vegetative shoots but before flower stalks appear.

Even if permitting and construction schedules prevent implementation of the transplanting plan during the October to March period, to avoid disrupting seed production, the transplant process will be restricted to that period in which the plants are dormant, post flower and seed production up until the first flowering stalks are observed to be rising out of the foliage of known *Piperia* plants on the Lisbon Lane site. A qualified Biologist on the Monterey County list of approved consulting Biologists will monitor the population up until the date that the project is approved to proceed, then confer with USFWS and Pebble Beach company biologists to evaluate the status of the plants and whether it is feasible to commence

transplantation efforts. During this monitoring period, all plants sending up new foliage will be documented and marked with flags other than the orange color used during the initial monitoring in Spring 2016. This will assist in determining the size of each patch for the tree spade operator and simplify the transplant process, if it becomes necessary to do it in the fall of 2017 by marking every foliage producing tuber even after all above ground growth has withered and senesced. Based on the monitoring, the project biologist will determine when the transplant will occur and how much area will be scooped out and transferred to the Spruance road receiver site. If, at the point the project is approved to proceed, plants in the Lisbon Lane property are observed to be sending up flowering stalks, <sup>4</sup>the project will be delayed until plants have gone dormant in the fall of 2017.

### 6.3 Site Preparation

The Monterey Pine restoration/enhancement area on the Nase property shall be mowed or cut with weed eater to 2" or less prior to planting. After the rainy season has begun and annual weeds have sprouted, the entire area will be sprayed with a glyphosate based herbicide (Roundup or equivalent). No native shrubs or trees are to be sprayed and extreme care shall be taken to avoid overspray on to existing natives and plants on neighboring property. Once first application has taken effect, if re-growth of nonnative annuals or perennials is observed, these plants should get a second application of the herbicide spot sprayed as needed. Every effort to avoid additional disturbance of the soil other than digging holes for new plants shall be made.

The *Piperia* Receiver site in the preservation area H will require little preparation aside from the removal of large Acacia plants and a dead oak tree as well as 3-5" of leaf litter from Pines and Acacias on the site. The site for the transplanted *Piperia* was selected based on similarities to the area they will be transplanted from. The Acacia trees have allelopathically limited the growth of understory plants for an extended period. Removal of the Acacia trees (roots and all) and the accumulated leaf litter will improve conditions for native understory plants to recolonize this area. After the Acacia and oak trunk have been removed, a tree spade attached to a tractor will be used to excavate a hole at the chosen receiver site. The Tractor will then go to the Nase property and begin taking "wedges" of *Piperia* occupied soil. The tubers of *Piperia* along with all the companion vegetation will be excavated in a wedge of soil by the tree spade and taken to the receiver site where they will be placed into the wedge-shaped excavations prepared for them. The soil excavated from the receiver site and the accumulated leaf litter raked from the site will be disposed of in another location as worked out with Pebble Beach company.

---

<sup>4</sup> It may be possible to move some of the Lisbon lane population even after some plants begin flowering, but this decision will be made in consultation with USFWS staff. In 2016, plants in the eastern portion had flowered and senesced by late July and some plants in the Western portion had not yet put up flowering stalks until September.

## 6.4 *Planting Methods*

### 6.4.1 Lisbon Lane Restoration Site

Containerized restoration plants shall be installed per the 8' average minimum spacing and numbers provided in Table 2. The locations of planting areas are not specified now and are open to the discretion of the Landscape contractor in coordination with the project Biologist, based on existing shrubs and trees and results of weed eradication activities. Container stock shall be planted with the minimum amount of soil disturbance possible to ensure the least amount of exposure of old weed seeds in the soil. Due to the loose sandy conditions, holes should be excavated with narrow trench shovels or tools designed for planting stubby cell leach tubes. Holes just deep enough for the container size shall be excavated and soil temporarily "stored" in a bucket to prevent spreading onto undisturbed areas. Plants should be placed into holes with the top of the root ball flush with the surrounding soil level and carefully firmed into place with the excavated soil then gently watered in.

6.4.2 Transplanted perennials and shrubs shall be prepared for transplant by carefully pruning back top growth (50% or less) and excavating around the root system to free up the entire root mass. Receiver sites shall be prepared ahead of time with holes dug wide and deep enough to hold the entire root system and well-watered to hydrate the surrounding soil. Plants shall be removed from the impact area and transplanted to the receiver site as soon as physically possible. Plants should be placed so that the root crown sits at the same height in relation to surrounding soil as it did in its original location. Excavated soil is then replaced around the plant and it should be thoroughly soaked to settle the soil around the roots.

All plants (from containers or transplant) shall be mulched with 3" of weed-free mulch (e.g. shredded bark or coconut fiber) in a 4-6" ring around the plant. Mulch shall be pulled back an inch from the base of plants to prevent rot. All plants shall be watered well after planting.

### 6.4.3 Spruance Road *Piperia yadonii* Receiver Site

Transplanted *Piperia* tubers will *not* be individually excavated by hand. *Piperia* plants will be scooped up with soil intact and carried from the donor site to the receiver site inside the tree spade. All receiver sites shall be identified and prepared before the *Piperia* plant "Wedges" are excavated. Tubers shall be transplanted from the donor to the receiver sites as soon as physically possible after being scooped up, and placed in excavated holes in the same position and at the same depth as was removed from the donor site. Each soil wedge location will be photographed, flagged, numbered and all visible *Piperia* plants mapped using a Global positioning system (GPS) device to aid future monitoring.

Until ground breaking for construction of the single-family residence occurs, the Lisbon Lane property will continue to be monitored for *Piperia* foliage, and plants documented will be flagged and transplanted to the Spruance road receiver site at the appropriate time.

During initial groundbreaking activities in the proposed driveway, garage, house and front fence areas, the project biologist shall be on site to monitor and screen samples of soil to search for additional *Piperia*

tubers that may not have produced foliage or flower and still be present after the main transplant effort has concluded. Found tubers will be documented, photographed and transplanted into the receiver site within a soil wedge previously translocated from the Lisbon lane property.

6.4.4 Seed sowing<sup>5</sup> of *Piperia yadonii* shall be done by hand into open spaces between the translocated soil wedges in the preservation area. The receiver area shall be lightly raked with a bow rake or metal tined leaf rake to remove leaf litter and create rough areas for the seed to settle in. Light tamping to maximize seed contact with soil can be achieved by walking back and forth over the seeded area. No watering is necessary, as germination timing and establishment will be dependent upon natural rainfall.

## 7.0 Maintenance During Monitoring Period

### 7.1 Maintenance Activities

#### Watering

Transplanted and container stock at the Lisbon Lane property and transplants at the Spruance road preservation receiver site shall be watered by hand using a water truck or on site irrigation connection, if low rainfall conditions threaten plant survival between the winter planting date and June 1<sup>st</sup>. Plants are not expected to require summer water provided all container stock is installed prior to March 15, planted per specifications, and adequately watered (by hand if necessary) through June 1<sup>st</sup>. However, it is the responsibility of the Landscape Contractor to ensure the plants' survival. Therefore, it is recommended that the Landscape Contractor monitor plant performance during spring/summer weed control visits and hand water once every 2 weeks through the first summer *if necessary*. All watering may cease after the start of winter rains the year after planting.

#### Weed Control

Weed control may be the single most important element of establishing a healthy restoration of habitat and protecting the long-term viability of a *Piperia yadonii* population. The goals of weed control on site are to: 1) prevent the spread of invasive non-native species to areas disturbed during



<sup>5</sup> Depending on timing of project commencement, *Piperia yadonii* seed, if available, may be collected from plants on the Nase property and sown at the receiver site after the translocation occurs.

construction and transplantation; 2) reduce or eliminate weed competition with planted stock and translocated tubers; and 3) eradicate existing invasive weeds from restoration and preservation sites

Following planting, the restoration/enhancement and preservation areas shall be weeded on a regular basis (January, April, July and October) for at least five years, or until success criteria are met. Weeding should be conducted under the direction of a qualified biologist and laborers shall be trained in the recognition of both the nonnative species to be removed as well as the native species to protect and leave in place. (Photo at bottom of previous page shows mix of native and nonnative species around *Piperia* foliage) Weeding efforts shall target annual grasses, introduced nonnative landscape plants, and *Genista* and *Acacia* in the restoration/enhancement site on the Lisbon lane property, and include any and all non-native species in the preservation site along Spruance road

## 7.2 Maintenance Schedule

### Lisbon Lane Restoration Site

The maintenance period shall begin after planting is completed, and continue for at least 5 years until success criteria have been met. Maintenance activities will include weeding the restoration/enhancement and preservation receiver site as well as watering at both sites as needed. Weeding shall be performed at least three times each year between January and July and again in Autumn as necessary. Container stock shall be watered by hand if low rainfall conditions threaten plant survival between the winter planting date and June 1<sup>st</sup>. The later the planting date occurs, the later the supplemental watering should continue. Due to the small container size of planted stock, late summer and fall watering should not be necessary. However, plant performance should be monitored by the Landscape Contractor during spring/summer weed control visits and *if necessary*, plants watered once a month until the onset of the next rainy season..

### Spruance Road *Piperia* Yadonii Receiver Site

Translocated *Piperia* plants should be watered by hand (Using a water truck or carried in buckets) immediately after the translocation process has concluded and repeated no more than two weeks apart or two weeks after the most recent rainfall if rainfall occurs less than two weeks after translocation until June 1. Timing of the transplant will also affect the watering regime here. The later the transplant the later into the year the supplemental watering should occur. Watering should be done sparingly in any case as early dormancy from drought stress is preferable to rotting the tubers from too much water.

## 8.0 Monitoring Plan

Monitoring of both the restoration/enhancement site and the preservation receiver site will occur 4 times a year for 5 full years after completion of the project.

## 8.1 Intermediate Performance Standards and Final Success Criteria

Intermediate performance standards for Years 1 and 2 and final success criteria for Year 5 are listed below by area.

### Lisbon Lane Restoration Site

#### Intermediate performance standards:

- 1) 90% survival of all container stock combined in fall of Year 1 (the first fall after planting)
- 2) Total non-native species cover 15% or less in spring of Year 1; 10% or less in spring of Year 2 and thereafter

#### Final success criteria:

- 1) Total percent of vegetative cover 90% native species or greater in spring of Year 5
- 2) Total non-native species cover 10% or less in spring of Year 5

### Spruance Road *Piperia yadonii* Receiver Site

#### Intermediate performance standards:

- 1) Total number of *Piperia* tubers sprouting foliage within the translocation receiver area, first year equal to 25% of original transplant number.  
Total number of *Piperia* tubers sprouting foliage within the translocation receiver area, years two and three equal to 50% of original transplant number.  
Total number of *Piperia* tubers sprouting foliage within the translocation receiver area, year 4 equal to 75% of original transplant number.
- 2) total vegetative cover of nonnative species within translocation receiver site 10% or less in year one and 5% or less in years 2-4

#### Final success criterion:

Total number of *Piperia* tubers within the translocation receiver site sprouting foliage in fifth year equal to 100% of original transplanted number and total area (square feet) of receiver site occupied by *Piperia* plants increased from original transplant area.

Plants existing within the preservation area, directly south of the receiver site on the opposite side of Spruance road will be monitored each of the next 5 years to use as a control baseline for determining conditions for foliage growth and blooming in each year and to provide data regarding the stability of the overall *Piperia* population within the Preservation area. A four-year percentage average (of plants counted, mapped and monitored starting in winter 2017) of the total plants putting up foliage and flower will be used as an indicator of success (or failure) in comparison to the number of plants putting up foliage and flower in the receiver site in a specific year. It is expected that the success rate (foliage and flower production) in the Receiver site will dip in the first one to two years as compared to the control site and rebound to similar rates in the 4<sup>th</sup> and 5<sup>th</sup> years. If after 4 years of monitoring, the number of plants putting up foliage growth is below 437, or below the average percentage in the control side, monitoring will be extended for up to two additional years to account for variables in weather patterns, transplant shock,

disease or mortality due to herbivory. If the 5th year count is below 437 plants putting up new foliage, the project proponent will consult with the County of Monterey and the US Fish and wildlife service to determine an appropriate alternate mitigation such as funding protection of a known population in a nearby area or extended monitoring and reporting to determine reasons for the population decline as well as potential remedial actions beneficial to future *Piperia* management activities.

Monterey Pine Planting Sites as noted on Hall Landscape Design landscape planting plan sheet L-5

Intermediate performance standard:

- 1) 100% survival of planted pines in fall of Years 1 and 2<sup>6</sup>

Final success criterion:

- 1) 100% survival of planted pines in fall of Year 5

### 8.2 *Monitoring Methods*

All monitoring of the containerized stock and transplanted shrubs and perennials in the restoration/enhancement site and the translocated *Piperia* plants in the preservation receiver site shall be completed by a qualified biologist, from the Monterey County list of consulting biologists. Percent cover monitoring shall be performed in the spring. Percent cover of Annual grasses, Genista, and other nonnative weeds may be visually estimated for each site after searching the entire area thoroughly.

For the restoration/enhancement site, additional required native cover data shall be collected quantitatively. Line transects shall be randomly placed per a stratified sampling design, based on the total area of that site. A total of at least 4 15-ft transects shall be placed across the restoration area. 10 points per transect shall be sampled for total cover by recording all species that occur at each point. Percent cover of native species, non-native species, and bare ground shall then be calculated for each transect. Mean and standard error for each cover class shall then be calculated for all transects combined and compared to performance standards/success criteria.

Survival/mortality shall be determined quantitatively in year one for the restoration/enhancement area. Subsampling is recommended to reduce sampling time. Subsampled individuals should be randomly selected before or immediately following planting. Each plant within the subsample should be well marked for easy relocation during fall monitoring.

### 8.3 *Annual Reports*

In December of each year, the project proponent shall submit annual monitoring reports to the County of Monterey RMA Planning department, U.S. Fish and Wildlife Service, California Department of Fish and

---

<sup>6</sup> Ono Tree management plan calls for 100% survival of planted stock. All trees that die will be replaced to meet 100% success.

Wildlife and Pebble Beach Company, for a total of 5 years. The first report shall be submitted in December of the year in which all planting and translocation has been concluded. Monitoring reports shall include methods, results, analysis of results, photo documentation, discussion of results relative to performance standards/success criteria, and recommended remedial measures if necessary.

#### 8.4 *Monitoring Schedule*

Monitoring of translocated *Piperia* plants in the receiver site shall occur once a month for the first 6 months after transplant. Annual monitoring for all areas shall be performed in the early spring (March – April) and late summer (August – September) of Years 1, 2, 3, 4 and 5. If final success criteria are met Year 5, all monitoring may cease. If final success criteria are not met Year 5, remedial planting and weed control shall be performed and the site monitored again the following year.

#### 9.0 *Completion of Mitigation*

Mitigation shall be considered complete once the Year 5 annual monitoring report has been submitted and all success criteria have been met to the satisfaction of the County of Monterey Planning Department, U.S. Fish and Wildlife Service and California Department of Fish and Wildlife. If the site does not meet final success criteria at the end of the 5-year monitoring period, contingency measures shall be implemented (see below) or success criteria modified with approval of the reviewing agencies listed above. Success criteria shall be waived in the event of high plant mortality due to prolonged drought, or other adverse circumstances beyond the project proponent's control.

#### 10.0 *Contingency Measures*

##### Lisbon Lane Restoration Site

If the site does not meet final success criteria at the end of 5 years, additional planting and weed control shall be implemented the following winter to meet success criteria. Monitoring shall be repeated in the spring and fall following planting, and an annual report submitted to the agencies (see Section 9.0) in December.

##### Spruance Road *Piperia yadonii* Receiver Site

If the Site does not meet final success criteria at the end of 5 years, the project proponent (and/or project biologist) shall consult with US Fish and Wildlife staff on appropriate measures to take based on monitoring results and research that has been conducted on Pebble Beach Company property. Measures may include additional monitoring time, Soil treatments, Seeding in other areas and or increased weed control.

Attachments  
Arborists Tree Plan

Biological assessment and addendum  
Site plan / with Piperia mapped  
Landscape Plan Sheet L-5

This page intentionally left blank.



# Monterey County

**Item No.23**

## Board Report

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

**Legistar File Number: 22-767**

**August 23, 2022**

**Introduced:** 8/9/2022

**Current Status:** Scheduled PM

**Version:** 1

**Matter Type:** General Agenda Item

- a. Receive a presentation from the Housing and Community Development Department on its existing Special Events Program; and
- b. Discuss and provide direction regarding possible revisions to the Special Events Program, instituting a fee for special event applications, and the appropriateness of an unruly gathering ordinance; and
- c. Provide further direction to staff as appropriate.

Project File No.: REF150053/REF150054

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a presentation from the Housing and Community Development Department on its existing Special Events Program; and
- b. Discuss and provide direction regarding possible revisions to the Special Events Program, instituting a fee for special event applications, and the appropriateness of an unruly gathering ordinance; and
- c. Provide further direction to staff as appropriate.

SUMMARY/DISCUSSION:

On December 13, 2016, the Resource Management Agency (now two separate departments; Housing and Community Development (HCD) and Public Works Facilities and Parks (PWFP)) suggested that the Board of Supervisors (Board) consider adoption of a resolution establishing interpretive guidelines for Title 21 of the County Code regarding large-scale events. Upon consideration by the Board, it was decided to not adopt a resolution establishing interpretive guidelines and maintain the existing practices while promoting public participation using the special event task force meetings.

*Existing Special Event Program*

Special events are those events that occur infrequently, occasionally or from time-to-time. Special events are those events that are not the primary function of the establishment. Special events are typically held at golf courses, resorts, hotels, wineries, other non-residential properties or within the public right-of-way. Special events on residential properties are not subject to special event authorization. However, other provisions of the County Code would still apply (e.g., Noise Control Ordinance, tent permits, electrical permits). If events become more regular in occurrence and/or the property is functioning more as an event center, a land use permit may be required for the assemblages of people. There are also some properties within the County that have “grandfathered” or legal non-conforming rights to hold events.

For those special events that warrant HCD authorization, the current practice is to grant special events ministerially through the issuance of relevant permits. The special event authorization is the issuance of all the associated permits (e.g., tent permit, encroachment permit, food vendor permit, etc.). A special event permit is not issued per se, nor a fee collect for the processing. Fees are only collected for the individual permits through HCD or the applicable agency.

The event organizer will initiate the special event authorization process by filing the Special Event Information Questionnaire (Attachment A) with supporting documentation. Upon receipt, HCD staff creates a file number and routes Special Event Information Questionnaire to the reviewing agencies (Fire, Sheriff, California Highway Patrol, Environmental Health Bureau, HCD-Engineering and HCD-Planning). HCD will also conduct an initial review of the questionnaire and send out a follow up email to the event coordinators providing tent information, applications, and Environmental Health point of contact information, as needed.

Once the questionnaire is routed, an internal HCD workgroup meeting is held on the third Thursday of each month to discuss the events and to prepare the draft agenda for the Special Event Task Force, which is meeting on the fourth Thursday of every month. Prior to COVID, the internal workgroup included other regulatory agencies. Once special events were able to resume, HCD invited the other regulatory agencies to only to the Special Event Task Force meetings, but not the internal workgroup meetings. It is likely that HCD will reengage the agency in the internal meeting in the future.

The Special Events Task Force meetings are to form a partnership between event planners and regulatory agency staff to provide support addressing life, health and safety issues. The purpose of these meeting is to guide event organizers through the various individual permits, to familiarize them with agency staff who will be their points of contact, and to have an open discussion with stakeholders on any concerns regarding an event. Unless a road closure is proposed, no public notice is warranted for the ministerial permits. The Special Event Task Force meetings provide a means for public engagement.

Through the meetings and other means of communication, the event coordinator is provided additional information need to complete the process. Once all of the comments and concerns have been addressed the associated permits are issued concurrently allowing the event to occur upon the proper inspections by the agencies.

#### *Special Event Program Enhancements*

As directed by the Board in 2016, HCD has maintained its current practice while bolstering the use of the Special Events. The Program seems to be operating in an effective manner with limited criticism. The issues and concerns related to the individual special events typically find resolution. After reopening events in 2021, following the decline in COVID case, HCD has only denied one event that proposed a road closure in Carmel Valley during Car Week. HCD did receive one compliant following Car Week related to congestion on the roadways that restricted the individual from transporting another individual that was having medical issues.

HCD has made created a GIS based application to inform the public on congestion resulting from Car Week. The application recently won a state award for innovation. HCD and the Office of Emergency Service, along with other state agencies, collaborate closing on Car Week and other large scale special events.

The number of special events occurring annually is on the raise. In 2018, the department processed 31 special event requests. The following year, in 2019, 60 special event requests were processed. In the year 2020, due to COVID, the number of events feel to 25. However, in 2021 the number of special events processed grow to 66. This year, the department has process 84 special event requests.

It is staff's opinion that the Program is functioning in an efficient and effective manner. That said, there may be some opportunity for further administrative enhancements that could include the following:

- Revamp the Questionnaire so it reads like an application.
- Update the Special Events website to be more user friendly.
- Invite agencies back into the internal workgroup meetings.
- Establish an annual authorization process for common special events at specific locations (e.g., Pebble Beach).
- Provide public notices for specific event types or sizes (e.g., events with over 50 attendees or events with live entertainment).
- Increase media communications in advance of large-scale events.

Staff seeks the Board's concurrence that the Special Event Program is generally functioning properly, discuss opportunity for improvement, and direct staff to proceed with implementing suggested administrative enhancements. As an alternative, the Board could direct staff to develop a more comprehensive Special Event Program either by resolution or ordinance, depending on the criteria applied. If so, staff would return at a later date with its revised program recommendation.

#### *Special Event Processing Fee*

Staff also seeks the Board's input on the appropriateness of a fee for processing special event applications. HCD does not charge a special events fee to cover administrative costs of processing and monitoring the special event application. Based upon staff's analysis, it appears that some other cities like Marina, Greenfield and Carmel-by-the-Sea recoup administrative costs through fees while cities like Soledad, Gonzales, Del Rey Oaks and Seaside do not collect. Special events are typically profitable, and one may say that the events should have the burden of paying application fees. On the other hand, special events also generate revenue through the collection of transient occupancy and sales tax. If the Board finds that a processing fee is appropriate staff would return later with a formal recommendation to establish such a fee.

#### *Unruly Gatherings*

During the Board's recent consideration of the Noise Control Ordinance, the Board requested that staff return seeking further direction on the potential development of an "unruly gatherings" ordinance like the City of Salinas (Attachment B). An "unruly gathering" may be defined as a gathering on any private property, including property used to conduct business, in a manner which causes a disturbance

of the quiet enjoyment of private or public property by any person or persons. Such disturbances may include, but are not limited to, excessive noise or traffic, obstruction of public streets by crowds or vehicles, drinking in public, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and littering.

It is staff's opinion that the nuisances generally described as "unruly gatherings" would be enforceable under other provisions of the County Code and state law. For example, the County's Social Host Ordinance (a formal course of action to combat underage drinking), Noise Control Ordinance, and littering provisions have means to enforce the applicable public nuisances, in addition to enforcement under the Health & Safety and Penal Codes. However, should the Board desire to have added protections it may direct HCD staff to work with the Sheriff's Office and the County Counsel Office on a more comprehensive analysis that may include the propagation of regulations.

OTHER AGENCY INVOLVEMENT:

HCD coordinates with the Fire, Sheriff, California Highway Patrol and Environmental Health Bureau on special event requests.

FINANCING:

Funding for staff time associated with administrative enhancement in the Special Event Program is included in the FY2022-23 Adopted Budget within Community Development General Fund 001, Appropriation Unit HCD002, Unit 8543. Development of additional rules and regulations related to special events or unruly gatherings were not anticipated in the Adopted Budget or long range work program.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely response to HCD customers and the general public. Processing special event requests in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

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

Prepared and Approved by: Erik Lundquist, AICP, Director of Housing and Community Development, x5154

The following attachments are on file with the Clerk of the Board:

Attachment A - Special Event Information Questionnaire

Attachment B - City of Salinas, Article XI. - *Cost Recovery for Responses to Disturbances and Unruly Gatherings*



# Monterey County

Item No.

## Board Report

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

Legistar File Number: 22-767

August 23, 2022

Introduced: 8/9/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

- a. Receive a presentation from the Housing and Community Development Department on its existing Special Events Program; and
- b. Discuss and provide direction regarding possible revisions to the Special Events Program, instituting a fee for special event applications, and the appropriateness of an unruly gathering ordinance; and
- c. Provide further direction to staff as appropriate.

Project File No.: REF150053/REF150054

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive a presentation from the Housing and Community Development Department on its existing Special Events Program; and
- b. Discuss and provide direction regarding possible revisions to the Special Events Program, instituting a fee for special event applications, and the appropriateness of an unruly gathering ordinance; and
- c. Provide further direction to staff as appropriate.

### SUMMARY/DISCUSSION:

On December 13, 2016, the Resource Management Agency (now two separate departments; Housing and Community Development (HCD) and Public Works Facilities and Parks (PWFP)) suggested that the Board of Supervisors (Board) consider adoption of a resolution establishing interpretive guidelines for Title 21 of the County Code regarding large-scale events. Upon consideration by the Board, it was decided to not adopt a resolution establishing interpretive guidelines and maintain the existing practices while promoting public participation using the special event task force meetings.

#### *Existing Special Event Program*

Special events are those events that occur infrequently, occasionally or from time-to-time. Special events are those events that are not the primary function of the establishment. Special events are typically held at golf courses, resorts, hotels, wineries, other non-residential properties or within the public right-of-way. Special events on residential properties are not subject to special event authorization. However, other provisions of the County Code would still apply (e.g., Noise Control Ordinance, tent permits, electrical permits). If events become more regular in occurrence and/or the property is functioning more as an event center, a land use permit may be required for the assemblages of people. There are also some properties within the County that have “grandfathered” or legal non-conforming rights to hold events.

For those special events that warrant HCD authorization, the current practice is to grant special events ministerially through the issuance of relevant permits. The special event authorization is the issuance of all the associated permits (e.g., tent permit, encroachment permit, food vendor permit, etc.). A special event permit is not issued per se, nor a fee collect for the processing. Fees are only collected for the individual permits through HCD or the applicable agency.

The event organizer will initiate the special event authorization process by filing the Special Event Information Questionnaire (Attachment A) with supporting documentation. Upon receipt, HCD staff creates a file number and routes Special Event Information Questionnaire to the reviewing agencies (Fire, Sheriff, California Highway Patrol, Environmental Health Bureau, HCD-Engineering and HCD-Planning). HCD will also conduct an initial review of the questionnaire and send out a follow up email to the event coordinators providing tent information, applications, and Environmental Health point of contact information, as needed.

Once the questionnaire is routed, an internal HCD workgroup meeting is held on the third Thursday of each month to discuss the events and to prepare the draft agenda for the Special Event Task Force, which is meeting on the fourth Thursday of every month. Prior to COVID, the internal workgroup included other regulatory agencies. Once special events were able to resume, HCD invited the other regulatory agencies to only to the Special Event Task Force meetings, but not the internal workgroup meetings. It is likely that HCD will reengage the agency in the internal meeting in the future.

The Special Events Task Force meetings are to form a partnership between event planners and regulatory agency staff to provide support addressing life, health and safety issues. The purpose of these meeting is to guide event organizers through the various individual permits, to familiarize them with agency staff who will be their points of contact, and to have an open discussion with stakeholders on any concerns regarding an event. Unless a road closure is proposed, no public notice is warranted for the ministerial permits. The Special Event Task Force meetings provide a means for public engagement.

Through the meetings and other means of communication, the event coordinator is provided additional information need to complete the process. Once all of the comments and concerns have been addressed the associated permits are issued concurrently allowing the event to occur upon the proper inspections by the agencies.

#### *Special Event Program Enhancements*

As directed by the Board in 2016, HCD has maintained its current practice while bolstering the use of the Special Events. The Program seems to be operating in an effective manner with limited criticism. The issues and concerns related to the individual special events typically find resolution. After reopening events in 2021, following the decline in COVID case, HCD has only denied one event that proposed a road closure in Carmel Valley during Car Week. HCD did receive one compliant following Car Week related to congestion on the roadways that restricted the individual from transporting another individual that was having medical issues.

HCD has made created a GIS based application to inform the public on congestion resulting from Car Week. The application recently won a state award for innovation. HCD and the Office of Emergency Service, along with other state agencies, collaborate closing on Car Week and other large scale special events.

The number of special events occurring annually is on the raise. In 2018, the department processed 31 special event requests. The following year, in 2019, 60 special event requests were processed. In the year 2020, due to COVID, the number of events feel to 25. However, in 2021 the number of special events processed grow to 66. This year, the department has process 84 special event requests.

It is staff's opinion that the Program is functioning in an efficient and effective manner. That said, there may be some opportunity for further administrative enhancements that could include the following:

- Revamp the Questionnaire so it reads like an application.
- Update the Special Events website to be more user friendly.
- Invite agencies back into the internal workgroup meetings.
- Establish an annual authorization process for common special events at specific locations (e.g., Pebble Beach).
- Provide public notices for specific event types or sizes (e.g., events with over 50 attendees or events with live entertainment).
- Increase media communications in advance of large-scale events.

Staff seeks the Board's concurrence that the Special Event Program is generally functioning properly, discuss opportunity for improvement, and direct staff to proceed with implementing suggested administrative enhancements. As an alternative, the Board could direct staff to develop a more comprehensive Special Event Program either by resolution or ordinance, depending on the criteria applied. If so, staff would return at a later date with its revised program recommendation.

#### *Special Event Processing Fee*

Staff also seeks the Board's input on the appropriateness of a fee for processing special event applications. HCD does not charge a special events fee to cover administrative costs of processing and monitoring the special event application. Based upon staff's analysis, it appears that some other cities like Marina, Greenfield and Carmel-by-the-Sea recoup administrative costs through fees while cities like Soledad, Gonzales, Del Rey Oaks and Seaside do not collect. Special events are typically profitable, and one may say that the events should have the burden of paying application fees. On the other hand, special events also generate revenue through the collection of transient occupancy and sales tax. If the Board finds that a processing fee is appropriate staff would return later with a formal recommendation to establish such a fee.

#### *Unruly Gatherings*

During the Board's recent consideration of the Noise Control Ordinance, the Board requested that staff return seeking further direction on the potential development of an "unruly gatherings" ordinance like the City of Salinas (Attachment B). An "unruly gathering" may be defined as a gathering on any private property, including property used to conduct business, in a manner which causes a disturbance

of the quiet enjoyment of private or public property by any person or persons. Such disturbances may include, but are not limited to, excessive noise or traffic, obstruction of public streets by crowds or vehicles, drinking in public, the service of alcohol to minors or consumption of alcohol by minors, fighting, disturbing the peace, and littering.

It is staff’s opinion that the nuisances generally described as “unruly gatherings” would be enforceable under other provisions of the County Code and state law. For example, the County’s Social Host Ordinance (a formal course of action to combat underage drinking), Noise Control Ordinance, and littering provisions have means to enforce the applicable public nuisances, in addition to enforcement under the Health & Safety and Penal Codes. However, should the Board desire to have added protections it may direct HCD staff to work with the Sherriff’s Office and the County Counsel Office on a more comprehensive analysis that may include the propagation of regulations.

OTHER AGENCY INVOLVEMENT:

HCD coordinates with the Fire, Sheriff, California Highway Patrol and Environmental Health Bureau on special event requests.

FINANCING:

Funding for staff time associated with administrative enhancement in the Special Event Program is included in the FY2022-23 Adopted Budget within Community Development General Fund 001, Appropriation Unit HCD002, Unit 8543. Development of additional rules and regulations related to special events or unruly gatherings were not anticipated in the Adopted Budget or long range work program.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action represents effective and timely response to HCD customers and the general public. Processing special event requests in accordance with all applicable policies and regulations also provides the County accountability for proper management of our land resources.

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

Prepared and Approved by: Erik Lundquist, AICP, Director of Housing and Community Development, x5154

 DS  
EL

The following attachments are on file with the Clerk of the Board:

Attachment A - Special Event Information Questionnaire

Attachment B - City of Salinas, Article XI. - *Cost Recovery for Responses to Disturbances and Unruly Gatherings*

# Attachment A

This page intentionally left blank.

# MONTEREY COUNTY

## HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, AICP, 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/hcd

### SPECIAL EVENT INFORMATION QUESTIONNAIRE

The Special Event Information Questionnaire is the first step in having your special event take place in Monterey County. By providing the following information the HCD Permit Coordinator can help you develop a safe and successful event by assisting you with the coordination of county departments and state agencies. You may email this form to County of Monterey Housing and Community Development Attention: Special Events at [SpecialEvents@co.monterey.ca.us](mailto:SpecialEvents@co.monterey.ca.us) or mail it to Monterey County Housing & Community Development ATTN: Special Events, 1441 Schilling Place, South 2nd Floor, Salinas, California 93901.

**NOTICE TO APPLICANT:** Filling out this questionnaire is not a permit or permit application and does not guarantee the issuance of a permit. This is an information gathering tool that will be used to guide you through the permitting process surrounding hosting a special event in Monterey County.

Contact Person:		
Company or Organization:		
Telephone:	Email:	
Mailing Address:		
City:	State:	Zip:

Name of Event:
Event Location:
Type of Event:
Assessor's Parcel Number:

Date(s) of Event	From:	To:
Setup Date:	Time:	Day of Week:
Event Starts:	Time:	Day of Week:
Event Ends:	Time:	Day of Week:
Teardown Date:	Time:	Day of Week:

# MONTEREY COUNTY HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, AICP, 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/hcd

## SPECIAL EVENT INFORMATION QUESTIONNAIRE

Total Attendance (including staff, spectators, participants):			
Minimum Attendance:		Maximum Attendance:	
Day 1	Day 2	Day 3	Day 4
<b>YES</b>	<b>NO</b>	<b>EVENT SCREENING QUESTIONNAIRE</b> <b>Please answer every question</b>	
		Is this an annual event? If so, how many years? _____	
		Are admission, entry or participant fees required?	
		Is the Organization a commercial entity?	
		Is the Organization a tax exempt or nonprofit entity?	
<b>YES</b>	<b>NO</b>	<b>Do you expect any of the following actions or activities to occur?</b>	
		Road Closures:	County      State      Both
		If yes, list road names and provide proposed traffic control plan:	
		Will Major traffic arteries be affected by your event (streets/highways/intersections)?	
		If yes, please list road names:	
		Will you have off-site parking?	
		If yes, list where:	
		Will you use traffic safety equipment?	
		If yes, list type:	
		Will banners or other directional or informational signage be used before, during and/or after your event?	

# MONTEREY COUNTY HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, AICP, 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/hcd

## SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE			
		Please answer every question			
If yes, list type of signs and placement location(s):					
		Will your event require a street or sidewalk closure?			
		Will alcohol be sold and/or served at your event? _____Sold                      _____Served			
		Will food and non-alcoholic beverages be prepared, served, or sold at the event? _____Prepared                      _____Served                      _____Sold			
		Will Food be offered to the public?			
How many food vendors will be at your event?					
How will food be prepared?		Gas	Electric	Charcoal	Other
		Will water be provided?	Bottled Water	Tap Water	Drinking Fountains
		Will you have musical entertainment?			
If yes, please describe:					
		Will your event have amplified music or sound?			
If yes, please describe:					
		Will your event have dancing? _____Inside                      _____Outside                      _____Both			
		Will your event have temporary structures (ex. tents, canopies)?			
If yes, what type and size?					

# MONTEREY COUNTY

## HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, AICP, 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/hcd

### SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE Please answer every question
		If yes, how many and size(s)?
		Will there be cooking inside any tents during your event?
		Will there be any electrical, plumbing, or HVAC inside any tents during your event?
		Will your event have any bleachers?
		If yes, how many and height:
		Will your event have any stages?
		If yes, how many and height:
		Will the Public have access to any of the stages?
		If yes, please describe:
		Will your event have any other structures?
		If yes, describe:
		Will any structure be elevated thirty (30) or more inches?
		Will your event include any animal rides or petting zoo?
		Will the event include body art services- including tattoo, body piercing, branding or permanent cosmetics?
		Will your event involve any film production at any time during the pre-event, event, or post-event phases?
		Will all venues provide reasonable accommodations for the disabled?
		Will your event have professional medical services provided? If yes, list company: _____

# MONTEREY COUNTY HOUSING AND COMMUNITY DEVELOPMENT

Erik V. Lundquist, AICP, 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/hcd

## SPECIAL EVENT INFORMATION QUESTIONNAIRE

YES	NO	EVENT SCREENING QUESTIONNAIRE			
		<b>Please answer every question</b>			
		Will insurance be provided for the event? If yes, list company: _____			
		How will restrooms be provided?	<table border="1"> <tr> <td>Portable Toilets</td> <td>Flush Toilets</td> </tr> </table>	Portable Toilets	Flush Toilets
Portable Toilets	Flush Toilets				
		How will you notify surrounding residents and/or businesses of the event? Provide website advertisement URL or attach a copy of the event flyer			

Please describe the flow of patrons and vehicles (i.e., entrances, exits, traffic flow patterns)

---



---



---

Event Description: Provide a narrative description of the full scope of your event with as much detail as possible in the space below. Attach additional pages as necessary.

---



---



---

**IMPORTANT NOTICE:** For events taking place on private property, where a zoning permit may be required, the Permit Center team recommends budgeting at least six months. Construction permit applications must be submitted at least 60 days prior to the event to avoid additional fees. Late construction permit applications may result in construction delays or event occupancy restrictions. Processing times for traffic, encroachment, waste management, food and alcohol permits vary. Submittals shall be required a minimum of 60-120 days prior to event depending on the scope of work. Applications submitted less than 30 days prior to the event may not be processed; call 831-755-5025 prior to submitting. *All applications fees will double if the application is submitted less than 60 days prior to the event.*

Name of preparer: \_\_\_\_\_ Date: \_\_\_\_\_

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

This page intentionally left blank.

# Attachment B

This page intentionally left blank.

## Article XI. - Cost Recovery for Responses to Disturbances and Unruly Gatherings

## Sec. 5-11.01. - Findings and purpose.

- (a) Some gatherings of people, such as parties, frequently become loud and unruly to the point that they constitute a threat to the peace, health, safety, or general welfare of the public as a result of conduct such as one or more of the following: excessive noise, excessive traffic, obstruction of public streets or crowds who have spilled over into public streets, public drunkenness, the service of alcohol to minors, fights, disturbances of the peace, and litter.
- (b) The City of Salinas, primarily its police department and its fire department, are required to make multiple responses to such unruly gatherings in order to restore and to maintain the peace and to protect public safety. Such gatherings are a burden on scarce city resources and can result in city responses to regular and emergency calls being delayed and public safety protection to the rest of the city being reduced.
- (c) In order to discourage the occurrence of repeated disturbances, including loud and unruly gatherings, the persons responsible for these gatherings should be fined and should be responsible for the city's costs incurred in repeatedly responding to the disturbances.
- (d) In order to control unnecessary disturbances, including those caused by unruly gatherings in the city, it is declared to be the policy of the city to prohibit unruly gatherings that create a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of a neighborhood, as specified in this article.
- (e) It is determined that unruly gatherings are detrimental to the public health, safety, and welfare, and are contrary to the public interest. Therefore, the city council declares that creating, maintaining, causing, or allowing to be created, maintained, or caused, any unruly gathering in a manner prohibited by or not in conformity with the provisions of this article is a public nuisance and shall be punishable as such in any manner provided by law, including, but not necessarily limited to, the filing of a civil or a criminal action.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

## Sec. 5-11.02. - Definitions.

- (a) Disturbance means and will include, but will not be limited to, an unruly gathering; conduct creating a disturbing or loud noise or sound; any conduct which disrupts the peace and quiet of a neighborhood; and any conduct which interferes with the quiet enjoyment of neighboring property by persons lawfully thereon.
- (b) Unruly gathering means a gathering of twenty or more persons on private property or public property that results in conduct that causes a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of an immediate neighborhood or presents a threat to the health, safety, and welfare of those in attendance, responding enforcement personnel, or nearby residents or properties. For purposes of this article, "conduct that causes a substantial disturbance of the quiet enjoyment of private or public property in a significant segment of an immediate neighborhood, or presents a threat to the health and safety..." shall include, but is not limited to, any or all of the following: a noise disturbance; obstruction of public streets or rights-of-way by people or vehicles; public drunkenness; unlawful possession of alcohol or drugs; serving alcohol to minors; fights; disturbances of the peace; urinating or defecating in public; setting

off fireworks; vandalism; littering on public or private property; not belonging to the host of the gathering; presence of persons on rooftop areas not designed for occupancy; unpermitted live bands, amplified music or DJs; and throwing bottles or other objects or substances at law enforcement or any other person.

- (c) Response means and will include, but will not be limited to, the arrival of a police officer or other law enforcement officer at the scene of a disturbance to render whatever service is reasonably required in order to stop a disturbance.
- (d) Responsible party means any person who owns, leases, or is lawfully in charge of the property where the disturbance takes place, or any person who organizes, controls, or participates in a disturbance. If the responsible person is a minor, then the parent or the guardian who has physical custody of the child at the time of the disturbance will be the responsible person who is liable and responsible.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

Sec. 5-11.03. - Disturbances and unruly gatherings prohibited.

- (a) It shall be unlawful and constitute a public nuisance for any responsible person(s) to cause or allow a disturbance to occur on any private property or public property within the city. A disturbance may be abated by the city by all reasonable means including, but not limited to, an order requiring the unruly gathering to be disbanded, the issuance of citations, and/or the arrests of any law violators under any applicable local laws and state statutes.
- (b) It shall be unlawful and a violation of this article for any person to attend or to participate in an unruly gathering by engaging in conduct that causes a substantial disturbance of the quiet enjoyment of private property or public property in a significant segment of an immediate neighborhood, or presents a threat to the health, safety, and welfare of those in attendance, responding enforcement personnel, or nearby residents or properties.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

Sec. 5-11.04. - Responses to disturbances.

- (a) No responsible party shall cause, permit, or tolerate a disturbance.
- (b) Whenever a police officer or other law enforcement officer at the scene warns any responsible party present to discontinue the disturbance, the responsible party will be liable and responsible for the actual cost of each subsequent response required for a disturbance within twelve hours of the first response.
- (c) At the first response, the responding police officer or other law enforcement office will give a written warning to one or more of the responsible parties present that the disturbance must cease immediately, and that if a second or subsequent response to the disturbance is required within twelve hours following such notice, a response fee will be charged to any responsible party for all responses after the first response.
- (d) All responsible parties will be jointly and severally liable for the response charge regardless of whether or not a responsible party received a written warning pursuant to this section.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

Sec. 5-11.05. - Notice of unruly gathering—Mailing to property owner.

When a peace officer has determined that an unruly gathering has occurred, and either the unruly gathering was hosted by a person or persons other than the owner or responding personnel are unable to determine whether the owner was the host, the police department will mail a notice to the owner of the property where the unruly gathering occurred. The notice will advise the property owner(s) that any subsequent violation of this article at the same property may result in the property owner being subject to administrative action and penalties as defined in this article.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

Sec. 5-11.06. - Persons liable for a response to an unruly gathering.

If the city is required to respond to an unruly gathering, the following persons will be jointly and severally liable for civil penalties as set forth in this article, in addition to liability for any injuries to city personnel or damage to city property:

- (a) The person or persons who own the property where the unruly gathering took place; provided, that notice has been mailed to the owner of the property as set forth herein and a subsequent unruly gathering occurs at least two weeks after the mailing of such notice.
- (b) The responsible person or persons; provided, however, that if the responsible person is a juvenile, then the parents or the guardians of the juvenile will be jointly and severally liable for penalties and liabilities herein.
- (c) Any persons in attendance at and engaging in conduct contributing to the unruly gathering as set forth in this article.
- (d) Nothing in this section will be construed to impose liability on a property owner or responsible person for the conduct of persons who are present without the express or the implied consent of the property owner/responsible person as long as the property owner/responsible person has taken reasonable steps to exclude such uninvited participants from the property. Where an invited person engages in conduct which the property owner/responsible person could not reasonably foresee and the conduct is an isolated instance of a person at the gathering violating the law which the property owner/responsible person is unable to reasonably control without the intervention of the police, the unlawful conduct of that person shall not be attributable to the property owner/responsible person for the purposes of determining whether the gathering constitutes an unruly gathering.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

Sec. 5-11.07. - No mandatory duty of care.

This article is not intended to impose, and shall not be construed or given effect in a manner that imposes upon the city, or any officer, employee, agent, or representative of the city, a mandatory duty of care toward persons or property within and without the city limits, so as to provide a basis of civil liability for damages, except as may otherwise be imposed by law.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

Sec. 5-11.08. - Charging for responses.

- (a) In addition to any fines or penalties which may otherwise be levied by the city pursuant to this article, the city shall be entitled to recover from any person found to be in violation of any provision of this article (responsible party), the full response costs incurred for each subsequent response within the twelve-hour period following the first response.
- (b) For purposes of this article, the term "response costs" means those reasonable and necessary costs directly incurred by the city for a response under this article and will include the cost of providing police, fire, and/or other emergency response services to include, but not limited to:
- (1) Salaries and benefits of law enforcement and/or emergency personnel for the full amount of time spent responding to, remaining at, or otherwise dealing with such gatherings, and the administrative costs attributable to such responses;
  - (2) The cost of any medical treatment to or for any law enforcement personnel injured while responding to, remaining at, or leaving the scene of such gatherings; and
  - (3) The cost of repairing any city equipment or property damaged and the cost of the use of any such equipment used in responding to, remaining at, or leaving the scene of such gatherings.
- (c) The city's response costs will be deemed a debt owed to the city which may be recovered by the city in a civil action. In addition to any response costs which the city may recover, in the event the city brings a civil action to enforce the provisions of this section and to recover its response costs, the city may be entitled to recover its attorney fees and costs incurred in the action if the city prevails.
- (d) The bill of charges will be served upon the responsible party(ies) within thirty days after the last response to a disturbance. The bill of charges must be paid within thirty days of the date of such bill.
- (e) The total amount of the response charge will be deemed to be a civil debt to the city and the finance director and the city attorney may take such action to recover the costs as the city is authorized to do by law for the recovery of a civil debt. If the city is obliged to initiate litigation or other proceedings authorized by this section to recover this debt, the responsible party(ies) will also be responsible for costs of suit, attorney fees, and costs of collection, in addition to the response costs.
- (f) The bill of charges and any other notices required by this section will be served upon the responsible party(ies) in accordance with the service procedures established in this Code. If the responsible party(ies) has no last known business or residence address, then the scene of the disturbance will be deemed to be the proper address for service of notice.
- (g) The bill of charges will include a notice of the right of the person being charged to request a determination by the city to dispute the imposition of a response charge or the amount of the charge. Any request for a determination to dispute the imposition of a response charge or the amount of the charge must be in writing and must be received by the city clerk within ten days of the date of service of the bill of charges. The city manager will designate an individual to hear and to rule upon such requests. The decision of the designated city official will be final.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

Sec. 5-11.09. - Violations; penalties.

- (a) Violation of this article will be charged as a misdemeanor, punishable by up to six months in the county jail and/or up to a one thousand dollar fine.

- (b) Alternatively, and in the discretion of the city attorney, a violation of this article may be prosecuted administratively. Any enforcement officer of the city, at his or her discretion, may issue an administrative citation for a violation of this article. There is no requirement of a first warning in order for the enforcement officer to issue the citation.
- (1) A first violation of this article shall result in a citation with a five hundred dollar penalty.
  - (2) A second violation of this article within a twelve-month period shall result in a citation with a one thousand dollar penalty.
  - (3) A third or a subsequent violation of this article within a twelve-month period shall result in a citation with a one thousand five hundred dollar penalty.
- (c) The administrative penalty prescribed in this section is in addition to any administrative cost recovery fee for public safety responses set forth in the Salinas Municipal Code.
- (d) The remedies provided in this article are in addition to all other civil and criminal remedies available to the city with respect to the unlawful conduct constituting the public nuisance which gave rise to the need for the city response under this article.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

Sec. 5-11.10. - [Preemption.]

This article shall not be interpreted in any manner that conflicts with the laws or the constitutions of the United States or of the State of California.

(Ord. No. 2615(NCS), § 1, 3-5-2019)

This page intentionally left blank.



# Monterey County

**Item No.24**

## Board Report

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

**Legistar File Number: 22-772**

**August 23, 2022**

**Introduced:** 8/12/2022

**Current Status:** Scheduled PM

**Version:** 1

**Matter Type:** General Agenda Item

a. Receive a presentation regarding the County Climate Action Plan and Municipal Climate Action Plan and provide direction to staff in regard to the development of these plans.

### RECOMMENDATION:

It is recommended that the members of the Board of Supervisors...

a. Receive a presentation regarding the County Climate Action Plan and Municipal Climate Action Plan and provide direction to staff in regard to the development of these plans.

### SUMMARY:

The creation of a Community Climate Action and Adaptation Plan and the update to the Municipal Climate Action Plan were launched in May of 2021. Since the launch, staff has hosted 15 stakeholder engagement meetings including a Community Workshop, an Agriculture Focus Group, a Business Focus Group, several Sector working group meetings and Equity Panel meetings. Technical consultants have conducted an emissions inventory and a sequestration analysis to understand emissions sources and sinks within the County. Currently, several sector specific working group meetings are being held to discuss the positives, considerations, and opportunities of different strategies so that a select list of strategies can be quantified for their expected emissions reductions and selected for inclusion in the final plan. Staff expects to release a draft of the Climate Action and Adaptation Plan in the late fall of 2022.

### DISCUSSION:

The County of Monterey is working to develop a Community Climate Action and Adaptation Plan (CCAAP) to reduce emissions in the unincorporated area by 40% by 2030 as required by the County General Plan. By working with the community, the CCAAP will lay out strategies that will achieve the emissions reductions goals, and that fit the needs of the local community. If properly developed, a CCAAP can achieve objectives that go far beyond reducing emissions, to things like green jobs and workforce development, public health and safety, infrastructure development and protection, and improved prospects for youth and minorities.

The County's inventory for the CCAAP has been developed using ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions which provides methodologies and best practices to help local governments measure and report the emissions associated with their communities. In the interest of recognizing the ability of our natural and working lands to sequester carbon and create carbon sinks, the County has undertaken a sequestration analysis as well. While the

inventory of emissions sources is discrete, relatively certain, and represents only those sources that the County has authority over, the sequestration analysis includes all lands in the County regardless of ownership and County influence. In addition, the sequestration analysis is less certain, higher level, and is primarily influenced by natural events over which the County has limited jurisdictional control. Nevertheless, the data associated with sequestration is important to begin to consider, refine, and track. Still, staff cautions comparing the emissions sources to the emissions sinks at the level in which they are being presented today because it is not a straightforward comparison.

Based on the modeling conducted, community activities generated approximately 1,101,405 metric tons of carbon dioxide equivalent (MTCO<sub>2e</sub>) in 2019. The largest emissions-generating sectors include agriculture, on-road transportation, and nonresidential building energy consumption. This inventory is based on the year 2019 since 2020 was considered an odd year and 2019 data was more readily available. The inventory breakdown is as follows:

- On-Road Transportation - 44%, 479,174 MTCO<sub>2e</sub>
- Agriculture - 24%, 266,917 MTCO<sub>2e</sub>
- Nonresidential Building Energy- 15%, 170,639 MTCO<sub>2e</sub>
- Residential Building Energy- 7%, 81,750 MTCO<sub>2e</sub>
- Solid Waste- 6% 69,724 MTCO<sub>2e</sub>.
- Off-Road Vehicles and Equipment- 2%, 17,616 MTCO<sub>2e</sub>
- Wastewater Treatment - 1% 15,586 MTCO<sub>2e</sub>
- Water Supply- 0%, 0 MTCO<sub>2e</sub>

For the Municipal Climate Action Plan update, the County's municipal operations generated approximately 28,634 MTCO<sub>2e</sub> in 2019. The employee commute, buildings and facilities, and vehicle fleet sectors generated nearly all municipal operations GHG emissions, accounting for approximately 97 percent of total emissions. The inventory breakdown is as follows:

- Employee Commute- 50%, 14,501 MTCO<sub>2e</sub>
- Buildings and Facilities- 28%, 8,075 MTCO<sub>2e</sub>
- Vehicle Fleet- 18%, 5,072 MTCO<sub>2e</sub>
- Solid Waste- 2%, 600 MTCO<sub>2e</sub>
- Wastewater Treatment- 1%, 318 MTCO<sub>2e</sub>
- Water Supply - <1%, 68 MTCO<sub>2e</sub>
- Streetlights and Traffic Signals- <1%, 1 MTCO<sub>2e</sub>

Unlike the CCAAP, the County has already adopted a Municipal Climate Action Plan to reduce emissions from its operations, so this inventory can be compared to the previous inventory to show a reduction in emissions of 14.6%. Significant reductions can be achieved through continued telecommuting, electrification of the County fleet and decarbonization of our County buildings. The County has been awarded a grant from Central Coast Community Energy to create a decarbonization framework for County buildings and is exploring opportunities to monetize decarbonization through the Metered Energy Efficiency Transition Structure. In addition, staff has developed a Fleet Electrification Policy that mirrors the State's Advanced Clean Fleets Regulations and will help the County to reduce

its emissions from its vehicles.

The sequestration analysis indicates that at a minimum, the county is sequestering a minimum estimate of annual carbon sequestration by vegetation and soils on natural and working lands in the county is approximately 444,779 Metric tons of carbon per year (MT C/year). Maximum annual carbon sequestration is estimated to be approximately 313,208,553 MT C/year. This range is due to the variations in weather as well as in models available to make estimations. Sequestration numbers are derived by applying an emissions factor to each land cover type (i.e., forests, grasslands, wetlands, etc.) and multiplying the acreage in the county by that emissions factor. The results show that the majority of carbon being sequestered annually is in our forests, and our grasslands have the most variability in whether they sequester or emit carbon based on various factors like weather. This ability of our natural and working lands to sequester carbon points to the inclusion of strategies within the CCAAP that would conserve and enhance these spaces to increase the potential for future sequestration. However, it is important to understand that carbon sequestered in one year can easily be released in subsequent years and that sequestration is not usually permanent, but rather part of a cycle. Therefore, the ability to mitigate emissions sources with sequestration activities may be somewhat limited despite the enormous potential.

In line with the Sustainability Program plan for stakeholder engagement, Phase 1 of stakeholder engagement has been completed and Phase 2 has begun. Phase 1 consisted of the visioning and education phase of stakeholder engagement where the draft GHG inventory was shared with community members, businesses, industry associations, and nonprofits. Translation was provided for the community workshop and for materials concerning the community workshop so as to be able to engage with non-native English-speaking residents. More than 280 stakeholders were engaged through in-depth discussion and activities. Recordings of these meetings and meeting summaries are located on the County Climate Action Webpage: [montereyclimateaction.konveio.com](http://montereyclimateaction.konveio.com)

During Phase 1, concerns were raised by the Agricultural industry, and especially the Cattle industry regarding the emission associated with cattle in the County. By working with the industry, the UC Cooperative Extension and the Agricultural Commissioner's office to explain methodology, underlying data, and calculations, changes were made to the inventory to better reflect the duration of time cattle spend in the County. Other agricultural data, including fertilizer application rates, was verified by the UC Cooperative Extension. During this review and collaboration, the County proposed hosting a series of workshops with the agricultural industry in coordination with the Marine Sanctuary Foundation to share out the County's CCAAP goals and do discuss carbon sequestration in our natural and working lands. Two workshops have been hosted so far and the third is planned for the end of September.

During Phase 2 of stakeholder engagement, community members have been invited to submit ideas for strategies for emissions reductions and discuss the positives, negatives, and opportunities of those strategies. Positive aspects of strategies include things like reduced cost of energy, increased grid reliability, high ability to reduce emissions, and improved health outcomes as a result of the implementation of the strategy. Common themes that have emerged as high priority strategies included adoption of a building decarbonization ordinance, regenerative agriculture, alignment with other regulatory agencies, transit-oriented development and electric vehicles, incentivizing innovation, local

green jobs, and consideration of costs to disadvantaged communities in the development of strategies.

Stakeholders were also able to submit questions to the Climate Action Plan inbox and these questions will be logged and available to the public for viewing on the County sustainability webpage. Staff is working to provide a transparent process for developing the CCAAP by providing as much opportunity for interaction as possible with community members, outlining methodologies and reviewing data with community members, and providing summaries of engagement in public meetings.

Staff asks that the Supervisors consider the information presented and discuss the implications for the development of a CEQA-qualified Climate Action Plan and an update to the County Municipal Climate Action Plan.

OTHER AGENCY INVOLVEMENT:

OES, HCD, Env. Health, PWF

FINANCING:

There is no financial impact from receiving this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Prepared by: Ashley Paulsworth, Sustainability

Approved by: Nicholas E. Chiulos, ACAO



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: 22-772**

**August 23, 2022**

**Introduced:** 8/12/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

- a. Receive a presentation regarding the County Climate Action Plan and Municipal Climate Action Plan and provide direction to staff in regard to the development of these plans.

### RECOMMENDATION:

It is recommended that the members of the Board of Supervisors...

- a. Receive a presentation regarding the County Climate Action Plan and Municipal Climate Action Plan and provide direction to staff in regard to the development of these plans.

### SUMMARY:

The creation of a Community Climate Action and Adaptation Plan and the update to the Municipal Climate Action Plan were launched in May of 2021. Since the launch, staff has hosted 15 stakeholder engagement meetings including a Community Workshop, an Agriculture Focus Group, a Business Focus Group, several Sector working group meetings and Equity Panel meetings. Technical consultants have conducted an emissions inventory and a sequestration analysis to understand emissions sources and sinks within the County. Currently, several sector specific working group meetings are being held to discuss the positives, considerations, and opportunities of different strategies so that a select list of strategies can be quantified for their expected emissions reductions and selected for inclusion in the final plan. Staff expects to release a draft of the Climate Action and Adaptation Plan in the late fall of 2022.

### DISCUSSION:

The County of Monterey is working to develop a Community Climate Action and Adaptation Plan (CCAAP) to reduce emissions in the unincorporated area by 40% by 2030 as required by the County General Plan. By working with the community, the CCAAP will lay out strategies that will achieve the emissions reductions goals, and that fit the needs of the local community. If properly developed, a CCAAP can achieve objectives that go far beyond reducing emissions, to things like green jobs and workforce development, public health and safety, infrastructure development and protection, and improved prospects for youth and minorities.

The County's inventory for the CCAAP has been developed using ICLEI's U.S. Community Protocol for Accounting and Reporting of Greenhouse Gas Emissions which provides methodologies and best practices to help local governments measure and report the emissions associated with their communities. In the interest of recognizing the ability of our natural and working lands to sequester carbon and create carbon sinks, the County has undertaken a sequestration analysis as well. While the

inventory of emissions sources is discrete, relatively certain, and represents only those sources that the County has authority over, the sequestration analysis includes all lands in the County regardless of ownership and County influence. In addition, the sequestration analysis is less certain, higher level, and is primarily influenced by natural events over which the County has limited jurisdictional control. Nevertheless, the data associated with sequestration is important to begin to consider, refine, and track. Still, staff cautions comparing the emissions sources to the emissions sinks at the level in which they are being presented today because it is not a straightforward comparison.

Based on the modeling conducted, community activities generated approximately 1,101,405 metric tons of carbon dioxide equivalent (MTCO<sub>2e</sub>) in 2019. The largest emissions-generating sectors include agriculture, on-road transportation, and nonresidential building energy consumption. This inventory is based on the year 2019 since 2020 was considered an odd year and 2019 data was more readily available. The inventory breakdown is as follows:

- On-Road Transportation - 44%, 479,174 MTCO<sub>2e</sub>
- Agriculture - 24%, 266,917 MTCO<sub>2e</sub>
- Nonresidential Building Energy- 15%, 170,639 MTCO<sub>2e</sub>
- Residential Building Energy- 7%, 81,750 MTCO<sub>2e</sub>
- Solid Waste- 6% 69,724 MTCO<sub>2e</sub>.
- Off-Road Vehicles and Equipment- 2%, 17,616 MTCO<sub>2e</sub>
- Wastewater Treatment - 1% 15,586 MTCO<sub>2e</sub>
- Water Supply- 0%, 0 MTCO<sub>2e</sub>

For the Municipal Climate Action Plan update, the County's municipal operations generated approximately 28,634 MTCO<sub>2e</sub> in 2019. The employee commute, buildings and facilities, and vehicle fleet sectors generated nearly all municipal operations GHG emissions, accounting for approximately 97 percent of total emissions. The inventory breakdown is as follows:

- Employee Commute- 50%, 14,501 MTCO<sub>2e</sub>
- Buildings and Facilities- 28%, 8,075 MTCO<sub>2e</sub>
- Vehicle Fleet- 18%, 5,072 MTCO<sub>2e</sub>
- Solid Waste- 2%, 600 MTCO<sub>2e</sub>
- Wastewater Treatment- 1%, 318 MTCO<sub>2e</sub>
- Water Supply - <1%, 68 MTCO<sub>2e</sub>
- Streetlights and Traffic Signals- <1%, 1 MTCO<sub>2e</sub>

Unlike the CCAAP, the County has already adopted a Municipal Climate Action Plan to reduce emissions from its operations, so this inventory can be compared to the previous inventory to show a reduction in emissions of 14.6%. Significant reductions can be achieved through continued telecommuting, electrification of the County fleet and decarbonization of our County buildings. The County has been awarded a grant from Central Coast Community Energy to create a decarbonization framework for County buildings and is exploring opportunities to monetize decarbonization through the Metered Energy Efficiency Transition Structure. In addition, staff has developed a Fleet Electrification Policy that mirrors the State's Advanced Clean Fleets Regulations and will help the County to reduce

its emissions from its vehicles.

The sequestration analysis indicates that at a minimum, the county is sequestering a minimum estimate of annual carbon sequestration by vegetation and soils on natural and working lands in the county is approximately 444,779 Metric tons of carbon per year (MT C/year). Maximum annual carbon sequestration is estimated to be approximately 313,208,553 MT C/year. This range is due to the variations in weather as well as in models available to make estimations. Sequestration numbers are derived by applying an emissions factor to each land cover type (i.e., forests, grasslands, wetlands, etc.) and multiplying the acreage in the county by that emissions factor. The results show that the majority of carbon being sequestered annually is in our forests, and our grasslands have the most variability in whether they sequester or emit carbon based on various factors like weather. This ability of our natural and working lands to sequester carbon points to the inclusion of strategies within the CCAAP that would conserve and enhance these spaces to increase the potential for future sequestration. However, it is important to understand that carbon sequestered in one year can easily be released in subsequent years and that sequestration is not usually permanent, but rather part of a cycle. Therefore, the ability to mitigate emissions sources with sequestration activities may be somewhat limited despite the enormous potential.

In line with the Sustainability Program plan for stakeholder engagement, Phase 1 of stakeholder engagement has been completed and Phase 2 has begun. Phase 1 consisted of the visioning and education phase of stakeholder engagement where the draft GHG inventory was shared with community members, businesses, industry associations, and nonprofits. Translation was provided for the community workshop and for materials concerning the community workshop so as to be able to engage with non-native English-speaking residents. More than 280 stakeholders were engaged through in-depth discussion and activities. Recordings of these meetings and meeting summaries are located on the County Climate Action Webpage: [montereyclimateaction.konveio.com](http://montereyclimateaction.konveio.com)

During Phase 1, concerns were raised by the Agricultural industry, and especially the Cattle industry regarding the emission associated with cattle in the County. By working with the industry, the UC Cooperative Extension and the Agricultural Commissioner's office to explain methodology, underlying data, and calculations, changes were made to the inventory to better reflect the duration of time cattle spend in the County. Other agricultural data, including fertilizer application rates, was verified by the UC Cooperative Extension. During this review and collaboration, the County proposed hosting a series of workshops with the agricultural industry in coordination with the Marine Sanctuary Foundation to share out the County's CCAAP goals and do discuss carbon sequestration in our natural and working lands. Two workshops have been hosted so far and the third is planned for the end of September.

During Phase 2 of stakeholder engagement, community members have been invited to submit ideas for strategies for emissions reductions and discuss the positives, negatives, and opportunities of those strategies. Positive aspects of strategies include things like reduced cost of energy, increased grid reliability, high ability to reduce emissions, and improved health outcomes as a result of the implementation of the strategy. Common themes that have emerged as high priority strategies included adoption of a building decarbonization ordinance, regenerative agriculture, alignment with other regulatory agencies, transit-oriented development and electric vehicles, incentivizing innovation, local

Legistar File Number: 22-772

---

green jobs, and consideration of costs to disadvantaged communities in the development of strategies.

Stakeholders were also able to submit questions to the Climate Action Plan inbox and these questions will be logged and available to the public for viewing on the County sustainability webpage. Staff is working to provide a transparent process for developing the CCAAP by providing as much opportunity for interaction as possible with community members, outlining methodologies and reviewing data with community members, and providing summaries of engagement in public meetings.

Staff asks that the Supervisors consider the information presented and discuss the implications for the development of a CEQA-qualified Climate Action Plan and an update to the County Municipal Climate Action Plan.

OTHER AGENCY INVOLVEMENT:

OES, HCD, Env. Health, PWF

FINANCING:

There is no financial impact from receiving this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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

Prepared by: Ashley Paulsworth, Sustainability

Approved by: Nicholas E. Chiulos, ACAO

DocuSigned by:  
  
910D1286CA694A8...

8/15/2022 | 2:09 PM PDT



# Monterey County

**Item No.25**

## Board Report

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

**Legistar File Number: ORD 22-036**

**August 23, 2022**

**Introduced:** 8/15/2022

**Current Status:** Scheduled PM

**Version:** 1

**Matter Type:** Ordinance

Introduce, waive reading of, and set September 6, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

### RECOMMENDATION:

Staff recommends that the Board of Supervisors:

Introduce, waive reading of, and set September 6, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

### SUMMARY/DISCUSSION

The County imposes an annual business tax on cannabis businesses under Monterey County Code (MCC) Chapter 7.100. That tax is collected by the Treasurer-Tax Collector. On June 1, 2022, the Cannabis Program (Program) reported to the Board of Supervisors on the implications of the decline in wholesale price points for commercial cultivation and the impacts of that decline on the cannabis industry. The Program provided the Board with six options to consider to assist the industry.

The Board approved the following:

1. Effective July 1, 2022, reduce the nursery, mixed-light, and indoor cultivation tax rates to \$1 per square foot, \$2 per square foot, and \$3 per square foot, respectively.
  - a. This option would not have budgetary impacts from the perspective of how the Recommended Budget is built.
  - b. This option does not present operational challenges to the Treasurer-Tax Collector's office, as the proposed effective date coincides with the start of the fiscal year and aligns with established quarterly reporting due dates.

After adjusting for these reductions, the estimated FY 22-23 commercial cannabis business tax revenue at the time of writing is \$7.5 million dollars. This estimate should not be considered a static figure, as it is subject to changes resulting from cultivation canopy modifications and business closures throughout the fiscal year.

On July 26, 2022, the Board was set for a second reading to adopt an Ordinance to make these changes. The Ordinance also would have given the Board the ability to waive penalties and interest for delinquent cannabis cultivation taxes by resolution instead of by ordinance. The Board approved the item on consent. However, staff mistakenly used an incorrect version of the Ordinance, requiring staff to recommence the process with a first reading of the Ordinance.

Additionally, on July 26, 2022, the Board approved the same cannabis cultivation tax rates retroactive to the beginning of the second quarter of FY 21-22 - \$1/square foot for nursery, \$2/square foot for mixed-light, and \$3/square foot for indoor cultivation.

Given these facts, staff elected to combine these matters into a single Ordinance that would 1) reduce cannabis cultivation tax rates retroactive to the beginning of the second quarter of FY 21-22 - \$1/square foot for nursery, \$2/square foot for mixed-light, and \$3/square foot for indoor cultivation; 2) authorize the Board to act as to penalties and interest by resolution instead of ordinance; and 3) extend the Board's previous conditional waiver of penalties and interest for cannabis taxes delinquent for FY 21-22 quarters 2 and 3, accomplished in Ordinance No. 5371, from July 31, 2022, to January 31, 2023, adding FY 21-22 quarter 4 to that conditional waiver.

Redlined and clean versions of the Ordinance are attached to this report as Attachments A and B, respectively.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Treasurer-Tax Collector's Office were involved in the preparation of the Ordinance and report. The Office of the County Counsel approved the draft Ordinance as to form.

FINANCING:

The proposed amendments to Chapter 7.100 will result in commercial cannabis business tax revenue estimates of \$10.5m in FY 21-22 and \$7.5 in FY 22-23.

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
- X Health & Human Services
- X Infrastructure
- X Public Safety

Prepared by: Joann Iwamoto, Program Manager II  
Approved by: Nicholas E. Chiulos, Assistant CAO

Attachments:

- A. Draft ordinance (redline version)
- B. Draft ordinance (signed clean version)



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: ORD 22-036**

**August 23, 2022**

**Introduced:** 8/15/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Ordinance

Introduce, waive reading of, and set September 6, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

### RECOMMENDATION:

Staff recommends that the Board of Supervisors:

Introduce, waive reading of, and set September 6, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to October 1, 2022, authorize the Board to, by resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes, extend the Board's conditional waiver of penalties and interest for FY 21-22 Quarters 2, and 3, from July 31, 2022 to January 31, 2023, and add FY 21-22 Quarter 4 to that conditional waiver.

### SUMMARY/DISCUSSION

The County imposes an annual business tax on cannabis businesses under Monterey County Code (MCC) Chapter 7.100. That tax is collected by the Treasurer-Tax Collector. On June 1, 2022, the Cannabis Program (Program) reported to the Board of Supervisors on the implications of the decline in wholesale price points for commercial cultivation and the impacts of that decline on the cannabis industry. The Program provided the Board with six options to consider to assist the industry.

The Board approved the following:

1. Effective July 1, 2022, reduce the nursery, mixed-light, and indoor cultivation tax rates to \$1 per square foot, \$2 per square foot, and \$3 per square foot, respectively.
  - a. This option would not have budgetary impacts from the perspective of how the Recommended Budget is built.
  - b. This option does not present operational challenges to the Treasurer-Tax Collector's office, as the proposed effective date coincides with the start of the fiscal year and aligns with established quarterly reporting due dates.

Legistar File Number: ORD 22-036

---

After adjusting for these reductions, the estimated FY 22-23 commercial cannabis business tax revenue at the time of writing is \$7.5 million dollars. This estimate should not be considered a static figure, as it is subject to changes resulting from cultivation canopy modifications and business closures throughout the fiscal year.

On July 26, 2022, the Board was set for a second reading to adopt an Ordinance to make these changes. The Ordinance also would have given the Board the ability to waive penalties and interest for delinquent cannabis cultivation taxes by resolution instead of by ordinance. The Board approved the item on consent. However, staff mistakenly used an incorrect version of the Ordinance, requiring staff to recommence the process with a first reading of the Ordinance.

Additionally, on July 26, 2022, the Board approved the same cannabis cultivation tax rates retroactive to the beginning of the second quarter of FY 21-22 - \$1/square foot for nursery, \$2/square foot for mixed-light, and \$3/square foot for indoor cultivation.

Given these facts, staff elected to combine these matters into a single Ordinance that would 1) reduce cannabis cultivation tax rates retroactive to the beginning of the second quarter of FY 21-22 - \$1/square foot for nursery, \$2/square foot for mixed-light, and \$3/square foot for indoor cultivation; 2) authorize the Board to act as to penalties and interest by resolution instead of ordinance; and 3) extend the Board's previous conditional waiver of penalties and interest for cannabis taxes delinquent for FY 21-22 quarters 2 and 3, accomplished in Ordinance No. 5371, from July 31, 2022, to January 31, 2023, adding FY 21-22 quarter 4 to that conditional waiver.

Redlined and clean versions of the Ordinance are attached to this report as Attachments A and B, respectively.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Treasurer-Tax Collector's Office were involved in the preparation of the Ordinance and report. The Office of the County Counsel approved the draft Ordinance as to form.

FINANCING:

The proposed amendments to Chapter 7.100 will result in commercial cannabis business tax revenue estimates of \$10.5m in FY 21-22 and \$7.5 in FY 22-23.

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
- X Health & Human Services
- X Infrastructure
- X Public Safety

Legistar File Number: ORD 22-036

---

Prepared by: Joann Iwamoto, Program Manager II  
Approved by: Nicholas E. Chiulos, Assistant CAO

DocuSigned by:  
*Nick Chiulos*  
910D1286CA694A8...

Attachments:

- A. Draft ordinance (redline version)
- B. Draft ordinance (signed clean version)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA  
AMENDING CHAPTER 7.100 OF THE MONTEREY COUNTY CODE TO REDUCE  
CERTAIN COMMERCIAL CANNABIS BUSINESS TAX RATES AND WAIVE  
PENALTIES AND INTEREST BY RESOLUTION**

County Counsel Summary

*This ordinance amends Chapter 7.100 of the Monterey County Code to lower certain commercial cannabis business tax rates. The ordinance establishes the following tax rates retroactive to October 1, 2021: for indoor cultivation, the tax rate is \$3.00 per fiscal year per square foot of authorized canopy; and for mixed light cultivation, the tax rate is \$2.00 per fiscal year per square foot of authorized canopy. This ordinance does not preclude the County from adoption of an ordinance in the future to reinstate the maximum tax rates approved by the Monterey County voters on November 8, 2016. This ordinance also amends Chapter 7.100 of the Monterey County Code to authorize the Board of Supervisors to, by resolution, waive or conditionally waive penalties and interest on delinquent commercial cannabis business taxes. Finally, this ordinance extends the Board's conditional waiver of penalties and interest on unpaid installments for the second and third quarters of Fiscal Year 2021-2022 of the annual commercial cannabis business tax imposed on cultivation, adopted in Ordinance Number 5371, from July 31, 2022 to January 31, 2023, and expands the conditional waiver to include the fourth quarter of Fiscal Year 2021-2022.*

The Board of Supervisors of the County of Monterey 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. Pursuant to California Revenue and Taxation Code sections 7284 and 34021.5, Monterey County is permitted to impose taxes on cannabis.

C. On July 12, 2016, the Monterey County Board of Supervisors adopted inland zoning regulations establishing criteria for issuing local land use permits (Ordinance Number 5270, amending sections of Title 21 and adding Chapter 21.67 to the Monterey County Code). On July 19, 2016, the Board of Supervisors adopted regulations establishing criteria for issuing local business permits (Ordinance Numbers 5272 and 5273, codified at Monterey County Code Chapters 7.90 and 7.95). All these ordinances were to become operative only if the Board of

Supervisors submitted a County tax on commercial cannabis activities to the voters, the voters approved the tax, and the tax was certified by the County pursuant to California Elections Code section 15372.

D. On November 8, 2016, the voters approved the commercial cannabis business tax (Measure Y, codified at Monterey County Code Chapter 7.100). On December 13, 2016, the tax was certified pursuant to Elections Code section 15372. Specifically, the voters approved a tax on commercial cannabis activities in the unincorporated area of Monterey County up to a maximum of: \$25.00 per square foot on cultivation with an annual adjustment by Consumer Price Index (CPI) thereafter; \$5.00 per square foot on nurseries with annual CPI adjustment thereafter; and 10% of gross receipts on other cannabis business activities with no CPI adjustment.

E. On July 24, 2018, the Board of Supervisors adopted Ordinance Number 5305, which amended Monterey County Code Chapter 7.100 to reduce the commercial cannabis tax rates. The ordinance established the following tax rates effective July 1, 2018: for indoor cultivation, the tax rate is \$8.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by \$1.00 per fiscal year until a maximum rate of \$15.00 per square foot is reached, and to increase thereafter based on the CPI; for mixed light cultivation, the tax rate is \$5.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by \$1.00 per fiscal year until a maximum rate of \$15.00 per square foot is reached, and to increase thereafter based on the CPI; for nursery cultivation, the tax rate is \$1.00 per square foot of authorized canopy through June 30, 2020, to increase by \$1 per square foot per fiscal year until a maximum rate of \$5.00 per square foot is reached, and to increase thereafter based on the CPI; for manufacturers, the tax rate is 2.5% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for distributors, the tax rate is 2% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for dispensaries, the tax rate is 4% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 0.5% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; and for testers, the tax rate is 1% of gross receipts per fiscal year with no increase.

F. On April 21, 2020, the Board of Supervisors adopted Urgency Ordinance Number 5326 to waive penalties and interest on the County's commercial cannabis business taxes for the third quarter of Fiscal Year 2019-2020.

G. On May 19, 2020, the Board of Supervisors adopted Ordinance Number 5330, which amended Monterey County Code Chapter 7.100 to suspend the automatic increases on the County's commercial cannabis business tax rates in Fiscal Year 2020-2021.

H. On May 25, 2021, the Board of Supervisors adopted Ordinance Number 5349, which amended Monterey County Code Chapter 7.100 to suspend the automatic increases on the

County's commercial cannabis business tax rates in Fiscal Year 2021-2022.

I. On July 13, 2021, the Board of Supervisors adopted Ordinance Number 5355, which amended Monterey County Code Chapter 7.100 to establish the County's commercial cannabis business tax rate for outdoor cannabis cultivation.

J. On March 1, 2022, the Board of Supervisors adopted Ordinance Number 5371, which amended Monterey County Code Chapter 7.100 to reduce certain commercial cannabis business tax rates for cultivation, remove automatic increases, and waive penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-2022.

K. The Monterey County Board of Supervisors directed preparation of this ordinance after evaluating information provided by staff and the public concerning commercial cannabis business tax rates for cultivation, outcomes from the small industry focus groups, the sunset of state provisional licenses, the ongoing COVID-19 pandemic, and an apparent market correction in the licensed cannabis industry, as evidenced by California Cannabis Authority data from August 2021 through April 2022. These factors have caused turmoil for cannabis businesses, as they are not eligible for federal assistance or traditional banking relief to survive the economic downturn. As such, many face permanent closure. The permanent closure of cannabis businesses could cause widespread unemployment, abandonment of ongoing greenhouse rehabilitation in the Salinas Valley, and a potential reversion to widespread unlicensed production and sale of cannabis.

L. Based on these factors, the Monterey County Board of Supervisors directed the preparation of this ordinance to reduce certain commercial cannabis business tax rates for cultivation (for those described in amended Monterey County Code Section 7.100.050, herein, those rates shall be retroactive to October 1, 2021, the first day of the second fiscal quarter of Fiscal Year 2021-2022), expand Ordinance Number 5371's conditional waiver of penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-22 to include the fourth quarter of Fiscal Year 2021-22, and extend that conditional waiver from July 1, 2022 to January 1, 2023. Finally, this ordinance will allow the Board to respond to market fluctuations more quickly in the future by authorizing the Board to waive penalties and interest, conditionally or unconditionally, by resolution.

M. The Board of Supervisors reserves its right to later restore higher tax rates up to the maximum amounts approved by the voters in Measure Y (2016) and to tax any commercial cannabis activity approved by the voters in Measure Y. Such restoration of tax rates would not constitute an increase in tax rates that would require voter approval.

SECTION 2. Subsection (B) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

B. There shall be a tax on indoor commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis indoor cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis indoor cultivation, excluding nurseries, shall be ~~seven-three~~ dollars (~~\$7.00~~\$3.00) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis indoor cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis indoor cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 3. Subsection (C) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

C. There shall be a tax on mixed light commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis mixed light cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis mixed light cultivation, excluding nurseries, shall be ~~three-two~~ dollars (~~\$3.00~~\$2.00) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis mixed light cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis mixed light cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 4. Section 7.100.100 of the Monterey County Code is amended to read as follows:

A. Any person who fails or refuses to pay any commercial cannabis business tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to ten (10) percent of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one and one-half percent per month, ~~and~~

2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to ten (10) percent of the amount of the

tax, plus interest at the rate of one and one-half percent per month on the unpaid tax and on the unpaid penalties.

3. Interest shall be applied at the rate of one and one-half percent per month on the first day of the month for the full month, and will continue to accrue monthly on the tax and penalty until the balance is paid in full.

B. Whenever a check or electronic payment is submitted in payment of a commercial cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this Section, and any other amount allowed under state law.

C. The Board of Supervisors by resolution may direct the Treasurer-Tax Collector to retroactively and/or prospectively waive penalties and interest on commercial cannabis business taxes that would otherwise accrue for some or all persons, conditionally or unconditionally, on whatever terms and for whatever duration the Board so directs provided such direction corresponds with established quarterly reporting periods within the fiscal year.

#### SECTION 5. Conditional Waiver.

A. The Monterey County Treasurer-Tax Collector shall waive all penalties and interest on unpaid installments of the annual commercial cannabis business tax imposed on cultivation for the second, third, and fourth quarters of Fiscal Year 2021-2022.

B. The second, third, and fourth quarter installments of the annual commercial cannabis business tax and cultivation must be received by the Treasurer-Tax Collector on or before January 31, 2023 to be eligible for waiver of penalties and interest.

C. Penalties and interest will be reinstated on any installments not received on or before January 31, 2023.

D. Cannabis businesses conducting cultivation activities may pay quarterly installments at any time during the Treasurer-Tax Collector's business hours prior to January 31, 2023.

SECTION 6. 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 7. Effective Date. This ordinance shall become effective on the thirty-first day following its adoption. The reductions to tax rates governed by Section 7.100.050 of the

Monterey County Code shall be retroactive to October 1, 2021, the first day of the second fiscal quarter of Fiscal Year 2021-2022.

PASSED AND ADOPTED this \_\_\_\_ day of August 2022, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Mary Adams, 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
---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA  
AMENDING CHAPTER 7.100 OF THE MONTEREY COUNTY CODE TO REDUCE  
CERTAIN COMMERCIAL CANNABIS BUSINESS TAX RATES AND WAIVE  
PENALTIES AND INTEREST BY RESOLUTION**

County Counsel Summary

*This ordinance amends Chapter 7.100 of the Monterey County Code to lower certain commercial cannabis business tax rates. The ordinance establishes the following tax rates retroactive to October 1, 2021: for indoor cultivation, the tax rate is \$3.00 per fiscal year per square foot of authorized canopy; and for mixed light cultivation, the tax rate is \$2.00 per fiscal year per square foot of authorized canopy. This ordinance does not preclude the County from adoption of an ordinance in the future to reinstate the maximum tax rates approved by the Monterey County voters on November 8, 2016. This ordinance also amends Chapter 7.100 of the Monterey County Code to authorize the Board of Supervisors to, by resolution, waive or conditionally waive penalties and interest on delinquent commercial cannabis business taxes. Finally, this ordinance extends the Board's conditional waiver of penalties and interest on unpaid installments for the second and third quarters of Fiscal Year 2021-2022 of the annual commercial cannabis business tax imposed on cultivation, adopted in Ordinance Number 5371, from July 31, 2022 to January 31, 2023, and expands the conditional waiver to include the fourth quarter of Fiscal Year 2021-2022.*

The Board of Supervisors of the County of Monterey 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. Pursuant to California Revenue and Taxation Code sections 7284 and 34021.5, Monterey County is permitted to impose taxes on cannabis.

C. On July 12, 2016, the Monterey County Board of Supervisors adopted inland zoning regulations establishing criteria for issuing local land use permits (Ordinance Number 5270, amending sections of Title 21 and adding Chapter 21.67 to the Monterey County Code). On July 19, 2016, the Board of Supervisors adopted regulations establishing criteria for issuing local business permits (Ordinance Numbers 5272 and 5273, codified at Monterey County Code Chapters 7.90 and 7.95). All these ordinances were to become operative only if the Board of

Supervisors submitted a County tax on commercial cannabis activities to the voters, the voters approved the tax, and the tax was certified by the County pursuant to California Elections Code section 15372.

D. On November 8, 2016, the voters approved the commercial cannabis business tax (Measure Y, codified at Monterey County Code Chapter 7.100). On December 13, 2016, the tax was certified pursuant to Elections Code section 15372. Specifically, the voters approved a tax on commercial cannabis activities in the unincorporated area of Monterey County up to a maximum of: \$25.00 per square foot on cultivation with an annual adjustment by Consumer Price Index (CPI) thereafter; \$5.00 per square foot on nurseries with annual CPI adjustment thereafter; and 10% of gross receipts on other cannabis business activities with no CPI adjustment.

E. On July 24, 2018, the Board of Supervisors adopted Ordinance Number 5305, which amended Monterey County Code Chapter 7.100 to reduce the commercial cannabis tax rates. The ordinance established the following tax rates effective July 1, 2018: for indoor cultivation, the tax rate is \$8.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by \$1.00 per fiscal year until a maximum rate of \$15.00 per square foot is reached, and to increase thereafter based on the CPI; for mixed light cultivation, the tax rate is \$5.00 per fiscal year per square foot of authorized canopy through June 30, 2020, to increase by \$1.00 per fiscal year until a maximum rate of \$15.00 per square foot is reached, and to increase thereafter based on the CPI; for nursery cultivation, the tax rate is \$1.00 per square foot of authorized canopy through June 30, 2020, to increase by \$1 per square foot per fiscal year until a maximum rate of \$5.00 per square foot is reached, and to increase thereafter based on the CPI; for manufacturers, the tax rate is 2.5% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for distributors, the tax rate is 2% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 1% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; for dispensaries, the tax rate is 4% of gross receipts per fiscal year through June 30, 2019, to increase thereafter by 0.5% per fiscal year, not to exceed a maximum rate of 10% of gross receipts per fiscal year; and for testers, the tax rate is 1% of gross receipts per fiscal year with no increase.

F. On April 21, 2020, the Board of Supervisors adopted Urgency Ordinance Number 5326 to waive penalties and interest on the County's commercial cannabis business taxes for the third quarter of Fiscal Year 2019-2020.

G. On May 19, 2020, the Board of Supervisors adopted Ordinance Number 5330, which amended Monterey County Code Chapter 7.100 to suspend the automatic increases on the County's commercial cannabis business tax rates in Fiscal Year 2020-2021.

H. On May 25, 2021, the Board of Supervisors adopted Ordinance Number 5349, which amended Monterey County Code Chapter 7.100 to suspend the automatic increases on the

County's commercial cannabis business tax rates in Fiscal Year 2021-2022.

I. On July 13, 2021, the Board of Supervisors adopted Ordinance Number 5355, which amended Monterey County Code Chapter 7.100 to establish the County's commercial cannabis business tax rate for outdoor cannabis cultivation.

J. On March 1, 2022, the Board of Supervisors adopted Ordinance Number 5371, which amended Monterey County Code Chapter 7.100 to reduce certain commercial cannabis business tax rates for cultivation, remove automatic increases, and waive penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-2022.

K. The Monterey County Board of Supervisors directed preparation of this ordinance after evaluating information provided by staff and the public concerning commercial cannabis business tax rates for cultivation, outcomes from the small industry focus groups, the sunset of state provisional licenses, the ongoing COVID-19 pandemic, and an apparent market correction in the licensed cannabis industry, as evidenced by California Cannabis Authority data from August 2021 through April 2022. These factors have caused turmoil for cannabis businesses, as they are not eligible for federal assistance or traditional banking relief to survive the economic downturn. As such, many face permanent closure. The permanent closure of cannabis businesses could cause widespread unemployment, abandonment of ongoing greenhouse rehabilitation in the Salinas Valley, and a potential reversion to widespread unlicensed production and sale of cannabis.

L. Based on these factors, the Monterey County Board of Supervisors directed the preparation of this ordinance to reduce certain commercial cannabis business tax rates for cultivation (for those described in amended Monterey County Code Section 7.100.050, herein, those rates shall be retroactive to October 1, 2021, the first day of the second fiscal quarter of Fiscal Year 2021-2022), expand Ordinance Number 5371's conditional waiver of penalties and interest for cultivation activities in the second and third quarters of Fiscal Year 2021-22 to include the fourth quarter of Fiscal Year 2021-22, and extend that conditional waiver from July 1, 2022 to January 1, 2023. Finally, this ordinance will allow the Board to respond to market fluctuations more quickly in the future by authorizing the Board to waive penalties and interest, conditionally or unconditionally, by resolution.

M. The Board of Supervisors reserves its right to later restore higher tax rates up to the maximum amounts approved by the voters in Measure Y (2016) and to tax any commercial cannabis activity approved by the voters in Measure Y. Such restoration of tax rates would not constitute an increase in tax rates that would require voter approval.

SECTION 2. Subsection (B) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

B. There shall be a tax on indoor commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis indoor cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis indoor cultivation, excluding nurseries, shall be three dollars (\$3.00) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis indoor cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis indoor cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 3. Subsection (C) of Section 7.100.050 of the Monterey County Code is amended to read as follows:

C. There shall be a tax on mixed light commercial cannabis cultivation except nurseries. Every person who is engaged in commercial cannabis mixed light cultivation in the unincorporated area of the County shall pay an annual commercial cannabis business tax. The tax rate for commercial cannabis mixed light cultivation, excluding nurseries, shall be two dollars (\$2.00) per fiscal year, per square foot of canopy authorized by each County permit, or by each state license in the absence of a County permit, not deducting for unutilized square footage. The square footage shall be the maximum square footage of canopy allowed by the County permit for commercial cannabis mixed light cultivation, or, in the absence of a County permit, the square footage shall be the maximum square footage of canopy for commercial cannabis mixed light cultivation allowed by the state license type. In no case shall canopy square footage which is authorized by the permit or license but not utilized for cultivation be deducted for the purpose of determining the tax for cultivation.

SECTION 4. Section 7.100.100 of the Monterey County Code is amended to read as follows:

A. Any person who fails or refuses to pay any commercial cannabis business tax required to be paid pursuant to this Chapter on or before the due date shall pay penalties and interest as follows:

1. A penalty equal to ten (10) percent of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one and one-half percent per month.
2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to ten (10) percent of the amount of the

tax, plus interest at the rate of one and one-half percent per month on the unpaid tax and on the unpaid penalties.

3. Interest shall be applied at the rate of one and one-half percent per month on the first day of the month for the full month, and will continue to accrue monthly on the tax and penalty until the balance is paid in full.

B. Whenever a check or electronic payment is submitted in payment of a commercial cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this Section, and any other amount allowed under state law.

C. The Board of Supervisors by resolution may direct the Treasurer-Tax Collector to retroactively and/or prospectively waive penalties and interest on commercial cannabis business taxes that would otherwise accrue for some or all persons, conditionally or unconditionally, on whatever terms and for whatever duration the Board so directs provided such direction corresponds with established quarterly reporting periods within the fiscal year.

#### SECTION 5. Conditional Waiver.

A. The Monterey County Treasurer-Tax Collector shall waive all penalties and interest on unpaid installments of the annual commercial cannabis business tax imposed on cultivation for the second, third, and fourth quarters of Fiscal Year 2021-2022.

B. The second, third, and fourth quarter installments of the annual commercial cannabis business tax and cultivation must be received by the Treasurer-Tax Collector on or before January 31, 2023 to be eligible for waiver of penalties and interest.

C. Penalties and interest will be reinstated on any installments not received on or before January 31, 2023.

D. Cannabis businesses conducting cultivation activities may pay quarterly installments at any time during the Treasurer-Tax Collector's business hours prior to January 31, 2023.

SECTION 6. 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 7. Effective Date. This ordinance shall become effective on the thirty-first day following its adoption. The reductions to tax rates governed by Section 7.100.050 of the

Monterey County Code shall be retroactive to October 1, 2021, the first day of the second fiscal quarter of Fiscal Year 2021-2022.

PASSED AND ADOPTED this \_\_\_\_ day of August 2022, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Mary Adams, 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



# Monterey County

**Item No.26**

## Board Report

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

Legistar File Number: OBM 22-108

August 23, 2022

**Introduced:** 8/15/2022

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** Other Board Matters

New Referrals

**Monterey County Board of Supervisors**

MEETING:		August 23, 2022 - Other Board Matters								
SUBJECT:		Board Referrals Update								
DEPARTMENT:		County Administrative Office								
Item #	Brd Rfl #	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	Girard/Lundquist	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.	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. Staff will provide a report to the Board in July 2022.	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. Award announcements for this program are expected in Spring/Summer 2022.	Postponed

Item #	Brd Rtn #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
4	2018.15	6/5/18	Phillips./Alejo	HCD		Lundquist	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.	Postponed
5	2018.16	6/26/2018	Alejo	County Counsel/Auditor-Controller		Girard/Shah	8/28/2018	Update County Travel Policy by County Counsel in coordination with the Auditor-Controller's Office.	Monterey County's travel policy managed by the Auditor-Controller has not been updated in many years and today, it does not compare with current market prices or organizational procedures and may exceed legal requirements. The current policy creates barriers for county staff to be able to effectively represent county business at conferences, trainings or in litigation. This policy also conflicts with another travel policy found in the Personnel Policies and Practices Resolution (PPPR). This referral seeks to update the policies to account for inconsistencies, business needs, efficiency, market prices, whether government rates are available or whether the discounted lodging rooms were secured by conference organizers, such as the California State Association of Counties. This lack in clarity in the existing policy is costing unnecessary staff time and an update would modernize our policy with current standards. The new policy should meet Federal and State law while supporting business efficiency.  A revised policy was presented to the Board on November 6, 2018. An updated memo was submitted to the Board. A revised policy will be presented to the Board in June 2022.	Pending
6	2018.28	12/4/2018	Phillips	HCD		Lundquist	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 )	Pending
7	2019.08	9/10/2019	Alejo	PWFP/GLA		Ishii/Chiuolos	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 continues to seek opportunities to fund the project. Ongoing updates are being provided to the Legislative Committee.	Postponed
8	2019.11	10/8/2019	Adams	Health/Environmental Health/Co Counsel		Jimenez/Encarnacion/Strimling	11/19/2019	Establish an Ordinance restricting the use of single-use plastics	Due to the ongoing Shelter In Place order, the development of this ordinance remains delayed. Many of the stakeholder entities have been severely impacted by the SIP (the restaurant and hotel industry particularly) and EH recommends their participation in the development of this ordinance once SIP conditions are lifted or allow business activities to resume at a higher level of production.  During the entire month of September 2021, the Recycling Resource And Recovery Services (RRRS) of the Environmental Health Bureau had a survey on posted on the program's webpage seeking input from the public. The survey was live for 30 days and RRRS received a total of 294 responses and 94 comments. 70% of respondents Strongly Agreed and 13% Strongly Disagreed.	Postponed

Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
9	2020.06	1/28/2020	Askew	PWFP		Ishii	3/10/2020	Install speed limit signs on West Camp/Watkins Gate Roads	Staff presented to the Board on March 9, 2021, and the Board approved an update to Title 12 to apply the California Vehicle Code to private East Garrison roads. Staff met with the East Garrison CSD Advisory Committee's Traffic Safety Subcommittee on April 9, 2021 to discuss concerns and options along Watkins Gate Road. The EGCSO considered the signs and indicated its support for staff to move forward them. On January 25, 2022 after review and consideration of traffic calming options, the East Garrison CSD Advisory Committee indicated its support for staff to proceed with installation of radar speed feedback signs on West Camp and Watkins Gates Roads. Staff secured a contractor to perform this work. Equipment and materials have been ordered and contractor is awaiting delivery. After a long lead time, equipment and material were received and the signs installed on July 6, 2022.	Pending
10	2020.09	2/25/2020	Lopez	CAO		Chitulos	3/24/2020	Murals at the Government Center	Partner with the Arts Council of Monterey County to create murals on the walls of the stairways at the County Government Center located at 168 West Alisal. An informational report was provided to Capital Improvement on May 9, 2022. Project activities are expected to commence on the eastside stairwell in May 2022 with an anticipated completion date of June 30, 2022. Project activities commenced on the eastside stairwell in mid-July 2022 and reached completion in early August 2022. An unveiling event is set to occur in mid-September 2022.	Pending
11	2020.12	3/3/2020	Phillips & 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 through working with financial advisors and the proposed budget process for next steps.	Pending
12	2020.22	7/7/2020	Phillips	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 evaluation 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 July 2022.	Pending
13	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.	Pending
14	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 potential donors.	Pending
16	2017.24	10/18/2017	Alejo	Probation		Keating		Proposal to consolidate the current "Youth Center" on 970 Circle Drive in east Salinas with the new Juvenile Hall on 1420 Natividad Road and repurpose the property on 970 Circle Drive.	A memorandum was provided to the Board of Supervisors in late August 2020. Continuing discussions are occurring. Staff provided a memorandum to the Board on May 6, 2021. Referral modified on August 24, 2021 (as part of Board's annual evaluation of referrals) to include a report from the CAO on options for retaining an independent consultant to look into this matter. Staff provided a report to the Board on April 26, 2022. The Board provided direction for the CAO's Office to pursue a contract with a consulting firm to conduct an infrastructure needs assessment for juvenile facilities. <b>On June 7, 2022, the Board took action to combine Board Referral No. 2017.24 with 2022.16.</b>	<b>Combined with 2022.16</b>

Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
18	2021.09	5/23/2021	Phillips/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. Staff provided a report to the Board in July 2022.	Pending
21	2021.14	8/24/2021	Alejo	CAO		Chitulos/Paulsworth		EV Charging Station Infrastructure, Mapping and Investment	This referral requests that the Monterey County Sustainability Manager assess and map existing EV charging stations (Level 2 and DC fast chargers) in Monterey County and make it accessible to the public on a new county website, and to assess the need for charging station infrastructure and investment in unserved/underserved areas and disadvantaged communities in Monterey County. This referral further requests that Monterey County partner with the Monterey County Air Resources District, Central Coast Community Energy and other potential partners to pursue grant funding and expand EV charging infrastructure in unserved/underserved areas and disadvantaged communities in our county. A preliminary analysis was provided to the Board on September 21, 2021, at which time, staff was directed to return to the Board with a further analysis. Staff provided a report and presentation for Board consideration on October 26, 2021. A status update will be provided to the Board in early 2022.	Pending
24	2021.18	9/28/2021	Adams	WRA		Buche		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.	Pending
25	2021.19	9/28/2021	Lopez	Ag. Comm.		Gonzales		Farmworker Resource Center	In order to better serve the farm working population of Southern Monterey County, this referral seeks to direct staff to research and come back to our Board of Supervisors with options and feasibility for locating a Farmworker Resource Center in the community of Greenfield CA. The leverage opportunity of matching dollars in the recently signed AB 941, at a 3:1 ratio, provides a great incentive for our County to develop a resource center in a community that lacks direct access to County services, while continuing to face access barriers, such as transportation. The analysis of feasibility should include a recommendation of what services should be provided at this location, as well as the potential to shift existing staff, already focused on this work, into locations near the geographic center of Monterey County. A preliminary analysis was provided to the Board on October 26, 2021. A formal referral response was provided to the Board on February 1, 2022. Staff anticipates providing a status update in late April or early May 2022. Staff will provide a status update to the Board on July 12, 2022.	Pending
26	2021.20	10/12/2021	Phillips	DA	DSS	Pacioni/Medina		Family Justice Center	This referral seeks to direct staff to research and come back to the Board of Supervisors with potential funding and locations suitable for a Family Justice Center. This referral would also direct staff to coordinate and work with the City of Salinas and agencies who would be part of the Family Justice Center. A preliminary response was provided to the Board on November 16, 2021. Staff will report back to the Board in <del>March 2022</del> June 2022.	Pending

Item #	Brd Ref #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
29	2021.25	11/16/2021	Askew	PWFP HCD		Leah Lundquist		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 FY2-23 Budget includes \$40,000 for street renaming. HCD to prepare draft program for Board consideration.	Pending
30	2021.27	12/7/2021	Askew	HRD		Ramirez-Bough		Class and Comp Study Process	This referral directs the Human Resource Director to prepare a report detailing the current process to submit a Class and Comp study request and a current list of outstanding requests, and to work with the Human Resources Committee to develop an equitable transparent process for prioritization of ongoing class and comp studies to ensure that county workers are fairly compensated. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board on May 17, 2022.	Pending
31	2021.28	12/7/2021	Alejo/Lopez	WRA		Buche		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
32	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. Staff will report back to the Board on April 30, 2022. Staff is working with the Big Sur Byway Organization on planning and next steps. The proposed Ordinance is scheduled for consideration at the Board's July 26, 2022 meeting.	Pending
33	2021.30	12/14/2021	Askew	Health		Jimenez		School Vaccination Coordination	This referral directs the Monterey County Health Department to partner with the K12 school system to increase the rate of vaccinations amongst pediatric residents aged 5 to 11 years old in disproportionately impacted communities. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board in April 2022. Staff will report back to the Board in June 2022. Staff will bring forth an updated response at the June 21st BOS meeting. Staff has been directed to return to BOS with an update in the Fall. Staff will bring forth an updated response at the October 11th BOS meeting.	Pending
34	2021.31	12/14/2021	Alejo	HCD/CoCo		Lundquist/Girard		Housing Authority of Monterey County Reorganization and New Governance Structure	This referral seeks to reorganize and consolidate the Housing Authority of Monterey County and its subsidiary, the Housing Development Corporation, under one Executive Director, and have the Monterey County Board of Supervisors serve at its new governing board to oversee its operations and implement needed reforms. A preliminary response was provided to the Board on January 11, 2022. Staff will report back to the Board in July 2022.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
35	2022.01	1/11/2022	Alejo	PWFP		Ishii		Velocity International Event & Sponsorship at Weathertech Laguna Seca Raceway	This referral seeks consideration of a significant proposal by Velocity International to bring an August Monterey Motorsports Reunion Event to Weathertech Laguna Seca Raceway. This referral would direct staff to quickly enter into discussions and negotiations with Velocity International, and to expeditiously bring the proposal back for full Board of Supervisors' consideration. The Board of Supervisors has previously requested that such potential sponsorships be brought to Laguna Seca Raceway, and this proposal could also potentially offset the significant \$10 million costs to repave the track and construct a new bridge as discussed during the board meeting last Tuesday, December 8, 2021. A preliminary response was provided to the Board on February 1, 2022. Staff will report back to the board after August 20, 2022.	Pending
36	2022.02	1/11/2022	Askew	CAO		Chitulos/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.	Postponed
38	2022.04	2/1/2022	Phillips/Lopez	PWFP		Ishii		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. Staff will report back to the Board by June 30, 2022. As discussion with other agencies is continuing, staff plans to report back to the Board in early September.	Pending
39	2022.05	2/8/2022	Phillips	PWFP		Ishii		Parking Prohibition Enforcement	The purpose of this referral is to perform a traffic and engineering study so that we can put in place requisite signage to clarify and strengthen the ability for Monterey County Sheriff's Office peace officers to enforce Monterey County Code Section 12.28.010. The intent of the referral is to not permit roadside parking or stopping anytime on Madison Lane. A preliminary response was provided to the Board on March 8, 2022. Staff will report back to the Board by June 30, 2022. Staff has evaluated the parking existing conditions and a proposed Ordinance for daytime parking prohibition will be scheduled for consideration at the Board's July 26, 2022 meeting.	Pending
40	2022.06	2/8/2022	Askew	Health		Jimenez/Hanni		VIDA Project Extension	This referral seeks to increase funding allocated to the VIDA Project to maintain operations through the end of the 2022. The referral directs staff to return with a report outlining costs of continuing the VIDA Project at current operating levels through December 31st. A preliminary response was provided to the Board on March 8, 2022 and updated response was provided on June 21, 2022. Staff will provide an update at the Health, Housing, and Human Services Committee on September 12, 2022 and Board of Supervisors on September 27, 2022.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
41	2022.07	3/1/2022	Lopez	Sheriff Ag Comm		Bennet Gonzales		Monterey County Agricultural and Livestock Pass	This referral requests that staff determine feasibility of an agricultural and livestock pass for the County of Monterey. In the last few years, California has had some of the largest and most severe wildfires in history of the state. The purpose of creating a county-based "Ag Pass" program is to provide a uniform way to identify vetted commercial farm and ranch owner-operators and their employees to firefighting personnel, California Highway Patrol officers, Sheriff's deputies and other law enforcement officers, and other emergency personnel. Possession of an Ag Pass during a wildfire or a similar disaster potentially allows the agriculturalist limited emergency access to areas that may otherwise be restricted to the public, in order to 1) protect or care for agricultural assets (such as irrigating crops or feeding, watering, and transporting livestock) and/or 2) provide support information to emergency personnel (such as identifying access roads and available water sources). This item was reassigned to the Agricultural Commissioners Office on April 5, 2022. A preliminary analysis response will be provided to the Board on May 3, 2022. A preliminary response was provided to the Board on May 3, 2022. Staff will prepare a report and resolution for an upcoming Board meeting.	Pending
43	2022.09	3/1/2022	Lopez	ITD	CoCo	Chatham/Girard		Salinas Valley Five Cities Joint Powers Authority	This referral request that staff explore the potential of creating a Salinas Valley Five Cities Joint Powers Authority to develop the broadband, and/or high-speed internet needed by all the communities and areas represented by the JPA. A preliminary response was provided to the Board on March 22, 2022. A status update will be provided to the Board in June 2022.	Pending
45	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 were directed to return to Budget Committee in January 2023 with an update on our future fund balance assumptions and innovation projects.	Pending
46	2022.12	3/1/2022	Askew	CAO		Chulos/D'Adamo		Strategic Grants Program Capacity	This referral seeks to increase the capacity of the County's Strategic Grants Program, ensuring expertise needed to respond and successfully secure grants from State and Federal sources is immediately available. The referral requests that staff return to the Board with a report: 1) outlining the internal and contract resources needed to meaningfully support County departments in analyzing and responding to coming grant opportunities without adversely impacting the County's Legislative Program efforts; 2) options for expanding the Program to provide a comprehensive view on the grant efforts of all County departments; 3) options for building program capacity, including an estimated cost of each option; and, 4) recommended preferred options and corresponding mid-year budget request. A preliminary response was provided to the Board on April 5, 2022. The Board included \$50,000 in the FY22-23 budget for a pilot program to provide grant writing and technical assistance to departments applying for infrastructure funding opportunities. A workplan to spend down the funds will be presented to the Capital Improvements Committee and then to the Board of Supervisors for approval in September/October 2022.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	Item	Report	Status
47	2022.13	3/22/2022	Adams/Askew	NMC		Dr. Harris		Shipnuck	This referral requests Natividad Medical Center to name a portion of Natividad Medical Center after Barbara Shipnuck in recognition of her work to save the hospital. A preliminary analysis was provided to the Board on April 26, 2022. Staff will go to the Capital Improvement Committee (CIC) on June 13, 2022, and to the Board on June 14, 2022. Staff will go to the Board on July 19, 2022. <b>Referral deemed complete by referring Supervisor on July 23, 2022.</b>	<b>Complete</b>
48	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. A preliminary analysis will be provided to the Board on May 17, 2022. Staff presented the Preliminary Analysis Report at the May 17, 2022 Board Meeting. Staff will come back to the Board prior to the end of October 2022. As directed, staff provided a preliminary analysis to the Board at is May 17, 2022 meeting. He Board directed staff to return with a more comprehensive analysis of the referral and anticipated effort for completion. That is planned for October 2022.	Pending
49	2022.15	4/19/2022	Alejo	CAO		Chitulos/Wilson		Collaboration Regarding Salinas Gabilan Creek Encampments & Environmental Concerns	This referral requests that staff collaborate with the City of Salinas, the Salinas Regional Sports Authority, and the California Department of Fish and Wildlife regarding homeless encampments along Gabilan Creek near the Salinas Regional Soccer Complex causing environmental and nuisance concerns. A preliminary assessment was provided to the Board on May 10, 2022. Staff will collaborate with City Staff and return to the Board to provide a status in 60 to 90 days.	Pending
50	2022.16	5/10/2022	Alejo/Phillips	Probation/CAO		Keating/Woods		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. A preliminary response will be provided to the Board on June 7, 2022. Staff will go to the Board on June 14, 2022. On June 7, 2022, the Board took action to combine Board Referral No. 2022.16 with 2017.24.	Pending
51	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.	<b>"NEW - Pending Approval on 8/23/22"</b>
51	2022.18	8/23/2022	Alejo-Askew	Social Services		Medina		Monitoring of FCS Programs and Services	This referral requests HHHSC Committee roles and responsibilities be amended to explicitly include responsibility for monitoring the programs and services of Family and Children's Services.	<b>"NEW - Pending Approval on 8/23/22"</b>
<i>Completed by Executive Assistant on August 18, 2022</i>										

**Monterey County Board of Supervisors  
Referral Submittal Form**

**Referral No. 2022.18**  
**Assignment Date: 08/23/22**  
(Completed by CAO's Office)

**SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:**

Date: 08/16/2022	Submitted By: Supervisor Luis Alejo and Supervisor Wendy Root Askew	District #: 1 & 4
------------------	--	-------------------

**Referral Title:** Monitoring of FCS Programs and Services

**Referral Purpose:** This referral requests HHHSC Committee roles and responsibilities be amended to explicitly include responsibility for monitoring the programs and services of Family and Children's Services

**Brief Referral Description** (attach additional sheet as required):

The Family & Children's Services (FCS) Branch of the Department of Social Services offers child protective services, foster care services, and adoption services to children and youth in Monterey County. FCS strives to keep all children and youth safe and to prevent the occurrence of child abuse and neglect. The California Department of Social Services provides formal oversight of FCS, with local programs administered by the County. The County is committed to protecting confidentiality of FCS cases while also ensuring full transparency and accountability of this exceptionally challenging work.

Other California counties have assigned specific committees with the responsibility to monitor and study the operations of Family and Children's Services to ensure that the systems involved in protecting children and supporting families are effective. In Monterey County the Board of Supervisors Health, Housing, and Human Services Committee (HHHSC) is tasked with reviewing requests and recommendations for policies regarding health and human services issues impacting the County of Monterey. This referral requests that the HHHSC Committee roles and responsibilities be amended to explicitly include responsibility for monitoring the programs and services of Family and Children's Services.

Specifically this referral requests that:

1. The HHHSC Roles and Responsibilities be amended to include "Review and make recommendations for the effective operations of Family and Children's services."
2. The Dept of Social Services provide a regular consent agenda report to the HHHSC on the programs and services provided by Family and Children's Services, generated from data provided to the State, with a scheduled presentation on FCS occurring at least twice per year
3. The Dept of Social Services provide a regular consent report to the HHHCS on the staffing of Family and Children's Services, including recruitment data.
4. The Dept of Social Services provide a yearly report to the Board of Supervisors with a summary of annual programs and services for Family and Child Services and the System Improvement Plan submitted to the State.

Classification - Implication	Mode of Response
<input type="checkbox"/> Ministerial / Minor <input type="checkbox"/> Land Use Policy <input checked="" type="checkbox"/> Social Policy <input type="checkbox"/> Budget Policy <input type="checkbox"/> Other: _____	<input type="checkbox"/> Memo <input checked="" type="checkbox"/> Board Report <input type="checkbox"/> Presentation <b align="center">Requested Response Timeline</b> <input type="checkbox"/> 2 weeks <input checked="" type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> Status reports until completed <input type="checkbox"/> Other: <input type="checkbox"/> Specific Date:

**ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO’s Office:**

Department(s): <b>Social Services</b>	Referral Lead: <b>Lori Medina</b>	Board Date: <b>08/23/22</b>
---------------------------------------	-----------------------------------	-----------------------------

**REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO’s Office:**

Department(s):	Referral Lead:	Date:
----------------	----------------	-------

**ANALYSIS - Completed by Department and copied to Board Offices and CAO:**

Department analysis of resources required/impact on existing department priorities to complete referral:

Analysis Completed By: _____	<b>Department’s Recommended Response Timeline</b> <input type="checkbox"/> By requested date <input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months <input type="checkbox"/> 1 year <input type="checkbox"/> Other/Specific Date: _____
Date: _____	

**REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:**

Referral Response Date:	Board Item No.:	Referrals List Deletion:
-------------------------	-----------------	--------------------------

**Note:** Please cc Claudia Escalante, Karina Bokanovich, Rocio Quezada and Maegan Ruiz-Ignacio on all CAO correspondence relating to referrals.

**Monterey County Board of Supervisors  
Referral Submittal Form**

**Referral No. 2022.17**  
**Assignment Date: 08/23/22**  
(Completed by CAO's Office)

**SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting:**

Date: 07/25/22	Submitted By: SUPERVISOR CHRIS LOPEZ	District #: 3
Referral Title: <b>Elections Fee Schedule – Recounts</b>		
Referral Purpose: Bring forward recommendations to possibly include creating a fee schedule for candidates to request and plan for recounts when needed.		
Brief Referral Description (attach additional sheet as required): In order to have a transparent electoral process, it is necessary to have a clear methodology and cost for recount requests and processes. Currently, Monterey County does not have guidelines or costs per day that are easily accessible to the public. Sutter, Shasta, Los Angeles and Nevada counties currently have guidelines and rates available on their election websites. The Governor of the State of California may order a has state-funded recount when candidate or measure votes are separated by less or equal to the lesser of 1,000 votes of the number of all votes cast for that office. Having a clear cost, guidelines and indicating possible outcomes that may be reasonable for county-funded recounts for the election process will help Monterey County continue to be a dependable and reliable office for residents, elected officials, and candidates alike.		
<b>Classification - Implication</b>		<b>Mode of Response</b>
<input type="checkbox"/> Ministerial / Minor		<input type="checkbox"/> Memo <input type="checkbox"/> Board Report <input checked="" type="checkbox"/> Presentation
<input type="checkbox"/> Land Use Policy		<b>Requested Response Timeline</b>
<input type="checkbox"/> Social Policy		<input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input checked="" type="checkbox"/> 6 weeks
<input checked="" type="checkbox"/> Budget Policy		<input type="checkbox"/> Status reports until completed
		<input type="checkbox"/> Other: _____ <input type="checkbox"/> Specific Date: _____

**ASSIGNMENT – Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s) Completed by CAO's Office:**

Department(s): Elections Department	Referral Lead: Gina Martinez	Board Date: 08/23/22
-------------------------------------	------------------------------	----------------------

**REASSIGNMENT – Provided by CAO. Copied to Board Offices and Department Head(s). Completed by CAO's Office:**

Department(s):	Referral Lead:	Date:
----------------	----------------	-------

**ANALYSIS - Completed by Department and copied to Board Offices and CAO:**

Department analysis of resources required/impact on existing department priorities to complete referral:	
Analysis Completed By: _____	<b>Department's Recommended Response Timeline</b>
Date: _____	<input type="checkbox"/> By requested date
	<input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 6 weeks <input type="checkbox"/> 6 months
	<input type="checkbox"/> 1 year <input type="checkbox"/> Other/Specific Date: _____

**REFERRAL RESPONSE/COMPLETION - Provided by Department to Board Offices and CAO:**

Referral Response Date:	Board Item No.:	Referrals List Deletion:
-------------------------	-----------------	--------------------------

**Note:** Please cc Claudia Escalante, Karina Bokanovich, Rocio Quezada, and Maegan Ruiz-Ignacio on all CAO correspondence relating to referrals.



# Monterey County

**Item No.27**

## Board Report

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

Legistar File Number: OBM 22-109

August 23, 2022

**Introduced:** 8/15/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** Other Board Matters

County Administrative Officer Comments



# Monterey County

**Item No.28**

## Board Report

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

Legistar File Number: OBM 22-110

August 23, 2022

**Introduced:** 8/15/2022

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** Other Board Matters

Board Comments



# Monterey County

Item No.29

## Board Report

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

Legistar File Number: A 22-410

August 23, 2022

**Introduced:** 7/12/2022

**Current Status:** Natividad Medical Center -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute each of the following Professional Services Agreements with Ian Atkinson MD, Inc.; Claire Hartung MD, Inc.; Adrian Jordan MD, and Natalie LaCorte MD, Inc. to provide hospitalist services each for the period August 26, 2022 to September 30, 2024, and each for an amount not to exceed \$300,000; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$30,000) of the original contract amount and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute the Professional Services Agreement with Ian Atkinson MD, Inc. to provide hospitalist services for the period August 26, 2022 to September 30, 2024, for an amount not to exceed \$300,000;
- b. Authorize the CEO for Natividad or his designee to execute the Professional Services Agreement with Claire Hartung MD, Inc. to provide hospitalist services for the period August 26, 2022 to September 30, 2024, for an amount not to exceed \$300,000;
- c. Authorize the CEO for Natividad or his designee to execute the Professional Services Agreement with Adrian Jordan MD, to provide hospitalist services for the period August 26, 2022 to September 30, 2024, for an amount not to exceed \$300,000;
- d. Authorize the CEO for Natividad or his designee to execute the Professional Services Agreements with Natalie LaCorte MD, Inc. to provide hospitalist services for the period August 26, 2022 to September 30, 2024, for an amount not to exceed \$300,000; and
- e. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$30,000) of the original contract amount and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

Natividad operates medical surgical units and an acute rehabilitation unit that provide direct patient care to hospitalized patients 24 hours a day, 7 days a week. In order to ensure sufficient staffing of these critical units with at least four physicians during the day and one physician at night who are immediately available to provide patient care, it requires a team of internal medicine and family medicine physicians, known as hospitalists. Natividad seeks approval of multiple agreements with multiple independent contractor hospitalist physicians to ensure sufficient coverage of this service. Natividad has obtained an independent opinion of fair market value supporting the payment terms.

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. The Agreement has also been reviewed and approved by Natividad's Finance Committee and Board of Trustees.

FINANCING:

The maximum liability of these agreements in the aggregate is \$1,200,000. The actual cost is contingent upon each physician's level of service which fluctuates based on patient volumes and availability. \$600,000 is included in the Fiscal Year 2022/2023 Adopted Budget. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement provide Natividad with the additional support it needs in order to provide reliable and high-quality patient care which improves the health and quality of life for patients and their families.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506

Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2553

Attachments: Agreement

Attachments on file at the Clerk of the Board



# Monterey County

Item No.

## Board Report

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

Legistar File Number: A 22-410

August 23, 2022

Introduced: 7/12/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute each of following Professional Services Agreements with Ian Atkinson MD, Inc.; Claire Hartung MD, Inc.; Adrian Jordan MD, and Natalie LaCorte MD, Inc. to provide hospitalist services each for the period August 26, 2022 to September 30, 2024, and each for an amount to exceed \$300,000; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$30,000) of the original contract amount and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute the Professional Services Agreement with Ian Atkinson MD, Inc. to provide hospitalist services for the period August 26, 2022 to September 30, 2024, for an amount to exceed \$300,000;
- b. Authorize the CEO for Natividad or his designee to execute the Professional Services Agreement with Claire Hartung MD, Inc. to provide hospitalist services for the period August 26, 2022 to September 30, 2024, for an amount to exceed \$300,000;
- c. ; Authorize the CEO for Natividad or his designee to execute the Professional Services Agreement with Adrian Jordan MD, to provide hospitalist services for the period August 26, 2022 to September 30, 2024, for an amount to exceed \$300,000;
- d. Authorize the CEO for Natividad or his designee to execute the Professional Services Agreements with Natalie LaCorte MD, Inc. to provide hospitalist services for the period August 26, 2022 to September 30, 2024, for an amount to exceed \$300,000; and
- e. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$30,000) of the original contract amount and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

Natividad operates medical surgical units and an acute rehabilitation unit that provide direct patient care to hospitalized patients 24 hours a day, 7 days a week. In order to ensure sufficient staffing of these critical units with at least four physicians during the day and one physician at night who are immediately available to provide patient care, it requires a team of internal medicine and family medicine physicians, known as hospitalists. Natividad seeks approval of multiple agreements with multiple independent contractor hospitalist physicians to ensure sufficient coverage of this service. Natividad has obtained an independent opinion of fair market value supporting the payment terms.

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. The Agreement has also been reviewed and approved by Natividad's Finance Committee and Board of Trustees.

FINANCING:

The maximum liability of these agreements in the aggregate is \$1,200,000. The actual cost is contingent upon each physician's level of service which fluctuates based on patient volumes and availability. \$600,000 is included in the Fiscal Year 2022/2023 Adopted Budget. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement provide Natividad with the additional support it needs in order to provide reliable and high-quality patient care which improves the health and quality of life for patients and their families.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506

Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2553

Attachments: Agreement

Attachments on file at the Clerk of the Board

Charles R Harris  
Charles R. Harris, M.D., Chief Executive Officer

8/11/2022  
Date

**PROFESSIONAL SERVICES AGREEMENT**  
**by and between**  
**NATIVIDAD MEDICAL CENTER (“Hospital”)**  
**and**  
**ADRIAN JORDAN, M.D. (“Contractor”)**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of August 26, 2022, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Adrian Jordan, M.D., an individual (“**Contractor**”). County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

### RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California, in which it operates a hospitalist program (the “**Program**”) under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the “**State**”). Contractor is board certified for the practice of medicine in the specialty of family practice and credentialed for critical care procedures such as central venous catheters, arterial lines, endotracheal intubation, and ventilator management (collectively, the “**Specialty**”).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (“**Department**”) and/or who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty (the “**Patients**”), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Program coverage for the Hospital as may be required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a “**Panel Member**” and, collectively, the “**Panel Members**”), to provide the Services (as defined below), upon the terms and subject to the conditions set forth in this Agreement.

E. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor’s duties as contemplated by this Agreement.
2. Contractor’s qualifications.
3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.
4. The benefits to Hospital’s community resulting from Contractor’s performance of the services described in this Agreement.
5. The economic conditions locally and in the health care industry generally.

## AGREEMENT

### THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I. CONTRACTOR'S OBLIGATIONS

**1.1 Professional Services.** Contractor shall provide the professional services described in Exhibit 1.1 (the “**Professional Services**”) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

**1.2 Teaching Services.** Contractor shall provide to Hospital those teaching services set forth in Exhibit 1.2 (collectively, the “**Teaching Services**”). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

**1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in Exhibit 1.3 (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services.**”

**1.4 Personal Services.** This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

**1.5 Time Commitment.** Contractor shall provide the Professional Services from time to time as needed, along with other Panel Members, to cover the Hospital’s needs, including weekends and holidays. Scheduled hours for each shift shall be 7:00 AM to 7:00 PM (“**Day Shift**”), 7:00 PM to 7:00 AM (“**Night Shift**”), or as reasonably determined by Hospital and based on the patient care needs of the Program. Contractor shall allocate time among the Services as reasonably requested by Hospital from time to time.

**1.6 Availability.** On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor’s schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital’s needs for the Services.

**1.7 Absences.** Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor’s absence, and any unapproved absence shall constitute a breach of this Agreement.

**1.8 Time Reports.** Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as Exhibit 1.8. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

**1.9 Medical Staff.** Contractor shall be a member in good standing and active on the Hospital's medical staff (the "**Medical Staff**") and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

**1.10 Professional Qualifications.** Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration ("**DEA**") registration.

**1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins.** The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

**1.12 Performance Standards.** Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the "**Hospital Rules**"), and all protocols applicable to the Services or the Hospital (the "**Protocols**").

**1.13 Code of Conduct.** Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the "**Code**"), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

**1.14 Continuing Medical Education.** Contractor shall participate in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

**1.15 Use of Space.** Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

**1.16 Notification of Certain Events.** Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the “**Federal Health Care Programs**”) or state equivalent, any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor’s medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor’s professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state’s medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor’s license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor’s ability to provide the Services; or

(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

**1.17 Representations and Warranties by Contractor.** Contractor represents and warrants that: (a) Contractor’s license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor’s medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or

moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

**1.18 Nondiscrimination.** Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

**1.19 Non-Exclusive Services.** The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

**1.20 Compliance with Grant Terms.** If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

**1.21 Medical Records and Claims.**

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

**1.22 Records Available to Contractor.** Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill

requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

## **ARTICLE II.** **COMPENSATION**

**2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the “**Compensation**”), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Three Hundred Thousand Dollars (\$300,000).

**2.2 Billing and Collection.** Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor under this Agreement (the “**NMC Services**”). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor for NMC Services rendered by Contractor pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability.** Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

### **2.3 Third Party Payor Arrangements.**

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

- (i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital, with any third party payor or intermediate organization (including any independent practice association) (each, a "**Managed Care Organization**") designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;
- (ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;
- (iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or
- (iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

**ARTICLE III.**  
**INSURANCE AND INDEMNITY**

**3.1 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 Hospital’s Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

**3.2 Qualifying Insurers.** All coverages except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Hospital’s Contracts/Purchasing Director.

**3.3 Insurance Coverage Requirements.** Without limiting Contractor’s duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor’s sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance,** covering Contractor with coverage of not less than One-Million Dollars (\$1,000,000) per physician per occurrence and Three-Million Dollars (\$3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital’s Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a “Claims Made” rather than “Occurrence” basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (“**Tail Coverage**”), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(c) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

Exemption/Modification (Justification attached; subject to approval).

**3.4 Other Insurance Requirements.** All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. 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 Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) 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 Hospital, at its sole discretion, to terminate the Agreement immediately.

### **3.5 Right to Offset Insurance Costs.**

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

### **3.6 Indemnification.**

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

**3.7 Indemnification for Timely Payment of Tax Contributions.** It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

**3.8 Hospital Services.** Hospital shall retain professional and administrative responsibility for the operation of the Hospital, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

**3.9 Survival of Obligations.** The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

**ARTICLE IV.**  
**RELATIONSHIP BETWEEN THE PARTIES**

**4.1 Independent Contractor.**

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (“IRS”) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

**4.2 Limitation on Control.** Hospital shall neither have nor exercise any control or direction over Contractor’s professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

**4.3 Practice of Medicine.** Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

**4.4 No Benefit Contributions.** Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

**4.5 Referrals.** Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days’ notice to the other Party.

Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

**4.6 Form 1099 or W-2.** If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

**4.7 Contractor Compensation Arrangements.** Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

**4.8 Cooperation.**

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "**Action**") arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

**4.9 Contractor's Performance.** County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

**4.10 Right of Inspection.** Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

**4.11 Access to and Audit of Records.** Hospital 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 Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

## **ARTICLE V. TERM AND TERMINATION**

**5.1 Term.** This Agreement shall become effective on August 26, 2022 (the "Effective Date"), and shall continue until September 30, 2024 (the "Expiration Date"), subject to the termination provisions of this Agreement.

**5.2 Termination by Hospital.** Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

(e) 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;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her 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 of any jurisdiction;

(o) 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 prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

**5.3 Termination by Contractor.** Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

**5.4 Termination or Modification in the Event of Government Action.**

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notifies the other of such fact.

(c) For the purposes of this Section, "**Government Action**" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

- (i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;
- (ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;
- (iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;
- (iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;
- (v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

- (vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or
- (vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, "**Affiliate**" shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

**5.5 Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

**5.6 Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(c) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(d) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

**5.7 Return of Property.** Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

**5.8 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.

## **ARTICLE VI. GENERAL PROVISIONS**

**6.1 Amendment.** This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

**6.2 Assignment.** Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

**6.3 Compliance with HIPAA.** Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "**HIPAA,**" the obligations collectively referred to herein as "**HIPAA Obligations**"), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

**6.4 Compliance with Laws and Accreditation.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, "**Laws**") applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital. Contractor shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

**6.5 Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

**6.6 Confidential Information.**

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. "**Trade Secrets**" includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. "**Confidential Information**" includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

**6.7 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**6.8 Disclosure of Interests.** Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

**6.9 Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.
- (ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the “Panel”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.
- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

- (viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

**6.10 Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

**6.11 Exhibits.** The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

**6.12 Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

**6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State.

**6.14 Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**6.15 Litigation Consultation.** Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

**6.16 Master List.** The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

**6.17 Meaning of Certain Words.** Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

**6.18 No Conflicting Obligations.** Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

**6.19 No Third Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

**6.20 Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER  
1441 Constitution Blvd., Bldg. 300  
Salinas, California 93906  
Attention: Chief Medical Officer

If to Contractor, addressed to:

Adrian Jordan  
\_\_\_\_\_  
845 Doud Street  
\_\_\_\_\_  
Monterey, CA, 93940  
\_\_\_\_\_

**6.21 Participation in Federal Health Care Programs.** Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

**6.22 Representations.** Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

**6.23 Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

**6.24 Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

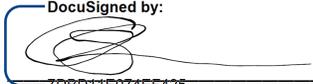
**6.25 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

*[signature page follows]*

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

**CONTRACTOR**

ADRIAN JORDAN, M.D., an individual

DocuSigned by:  
  
7DBD11E074EF425...

Date: 6/13/2022 | 4:27 PM PDT

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

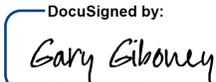
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
  
C0ECE1B99F444A9...  
Stacy Saetta, Deputy County Counsel

Date: 6/14/2022 | 12:01 PM PDT

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
  
D3834BFEC1D8449...  
Deputy Auditor/Controller

Date: 6/14/2022 | 1:30 PM PDT

**Exhibit 1.1**

**PROFESSIONAL SERVICES**

Contractor shall:

1. Provide consultation on patients in the Department, Program, and patients who are admitted to other service lines as requested by physicians and other members of the Medical Staff;
2. Attend Code Blue and Rapid Responses as per current Hospital policies;
3. While performing Professional Services during a Night Shift, manage critical care patients in the intensive care unit (“**ICU**”);
4. Manage the care of patients hospitalized with complex acute health problems and facilitate the continuum of care for Patients from admission through discharge, including facilitating the Patient’s transfer of care back to the primary care provider;
5. Serve as the primary attending physician of record, including without limitation, writing admission orders, progress notes and discharge summaries; performing history and physicals, consultations, diagnostic and therapeutic procedures; ordering and interpreting diagnostic tests; and creating and recommending treatment plans;
6. Provide medical care and treatment in the Specialty to Patients as needed, in compliance with all applicable rules, regulations and Program guidelines;
7. Prepare appropriate and timely patient medical records accurately detailing care and treatment services rendered;
8. Utilize interpersonal and communication skills to effectively exchange information with patients, families, colleagues, nursing and other health care professionals;
9. Provide supervision and guidance to those working in the Department, ICUs, the Hospital’s inpatient units, and the Program;
10. Participate in the monitoring and evaluation process of the Department’s and Program’s Quality Assessment and Improvement Plan;
11. Perform routine administrative duties ancillary to provision of patient services such as referrals, medication refills, dictation, resolution of billing issues, and completion of forms and reports;
12. Participate in staff meetings;
13. Perform functions assigned by the Department’s Medical Director, including patient care reviews and evaluation of patient care practice;

14. Utilize Hospital's telecommunication system; and
15. Arrange for treatment for Patients requiring professional services outside of the Specialty.

**Exhibit 1.2**

**TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. supervise patient care in a constructive and supportive way;
2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;
3. create a professional role model; and
4. evaluate resident performance in a meaningful, objective fashion.

**Exhibit 1.3**

**ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;
2. participate in utilization review programs, as reasonably requested by Hospital;
3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;
4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;
5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;
6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;
7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital conducted by governmental agencies or accrediting organizations, including those specific obligations set forth in **Attachment A**;
8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;
9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and
10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty. The quality program shall include at the least those characteristics set forth in **Attachment A**.

**Attachment A**

**ADDITIONAL OBLIGATIONS**

1. The Program developed, implemented and monitored by Hospital and Contractor requires quality improvement initiatives in the areas listed below.
  - a. Clinical Standards;
  - b. Performance Improvement;
  - c. Patient Satisfaction; and
  - d. Professional Development (OPPE).
2. Contractor must be able to provide detailed accurate and timely reports to Hospital.
3. Performance improvement and patient satisfaction measures may be deleted and/or replaced with new questions in order to comply with having a quality Program and Hospital's quality and/or performance standards.

**Exhibit 1.8**

**CONTRACTOR'S MONTHLY TIME REPORT**

**(See attached.)**

**Exhibit 1.13****MEDICAL STAFF POLICY**

<b>Title:</b> Practitioner Code of Conduct	<b>Effective:</b> 05/09 <b>Reviewed/Revised:</b> 08/11
<b>Standard:</b> MSP004-2	<b>Approved: MEC</b> 08/11 <b>BOT</b> 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

**POLICY**

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.
2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Contribute to the overall educational mission of NMC.
6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

### **EXAMPLES OF PROFESSIONAL BEHAVIOR**

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.
6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.
8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

### **EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR**

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.
2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.
8. Harassment
  - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
    1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
    2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
    3. Otherwise adversely affects an individual's employment opportunity.
  - b. Harassing conduct includes, but is not limited to:
    1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
    2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of NMC staff in front of patients, families, or other staff.

## **PROCEDURE**

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

**Exhibit 2.1**

**COMPENSATION**

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Fifty Dollars (\$150) per hour for those Professional Services provided to Program Patients during the Day Shift (the “**Day Shift Compensation**”) and One Hundred Sixty Dollars (\$160) per hour for those Professional Services provided to Program Patients during the Night Shift (the “**Night Shift Compensation**”); provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. The Day Shift Compensation, together with the Night Shift Compensation are referred to collectively in this Agreement as the “**Compensation**”.

2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents (\$7.61) per shift worked by Contractor to compensate for Hospital’s payment of professional liability insurance premiums on behalf of Contractor. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the Compensation due for Services performed by Contractor after Contractor’s submission of the monthly invoice of preceding month’s activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is “30 days after receipt of the certified invoice in the Auditor-Controller’s Office”.

**Exhibit 6.3****BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective September 26, 2022 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Adrian Jordan, M.D. (“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 (“E PHI”), 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;

(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;

(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.

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.

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:

Adrian Jordan

845 Doud Street

Monterey, CA, 93940

Attn: Adrian Jordan

Phone: 8318848787

Fax: N/A

If to Covered Entity, to:

NATIVIDAD MEDICAL CENTER

1441 Constitution Blvd., Bldg. 300

Salinas, California 93906

Attn: Compliance Officer

Phone: 831.755.4111

Fax: 831.755.6297

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.

Exhibit 6.3-7

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.

**ADRIAN JORDAN, M.D.**

By:  \_\_\_\_\_  
DocuSigned by:  
7DBD11E074EF425...

Print Name: Adrian Jordan

Print Title: MD

Date: 6/13/2022 | 4:27 PM PDT

**COUNTY OF MONTEREY, ON BEHALF OF  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

**PROFESSIONAL SERVICES AGREEMENT**  
**by and between**  
**NATIVIDAD MEDICAL CENTER (“Hospital”)**  
**and**  
**CLAIRE HARTUNG, M.D., Inc (“Contractor”)**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of August 26, 2022, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Claire Hartung, M.D., Inc, a California corporation (“**Contractor**”). Contractor is a professional entity and appoints Claire Hartung M.D. to provide the services described in the Agreement on its behalf, and all references to Contractor shall include this individual. County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

### RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California, in which it operates a hospitalist program (the “**Program**”) under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the “**State**”). Contractor is board certified for the practice of medicine in the specialty of family practice and credentialed for critical care procedures such as central venous catheters, arterial lines, endotracheal intubation, and ventilator management (collectively, the “**Specialty**”).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (“**Department**”) and/or who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty (the “**Patients**”), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Program coverage for the Hospital as may be required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a “**Panel Member**” and, collectively, the “**Panel Members**”), to provide the Services (as defined below), upon the terms and subject to the conditions set forth in this Agreement.

E. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor’s duties as contemplated by this Agreement.
2. Contractor’s qualifications.
3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.
4. The benefits to Hospital’s community resulting from Contractor’s performance of the services described in this Agreement.
5. The economic conditions locally and in the health care industry generally.

## AGREEMENT

### THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I. CONTRACTOR'S OBLIGATIONS

**1.1 Professional Services.** Contractor shall provide the professional services described in Exhibit 1.1 (the “**Professional Services**”) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

**1.2 Teaching Services.** Contractor shall provide to Hospital those teaching services set forth in Exhibit 1.2 (collectively, the “**Teaching Services**”). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

**1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in Exhibit 1.3 (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services.**”

**1.4 Personal Services.** This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

**1.5 Time Commitment.** Contractor shall provide the Professional Services from time to time as needed, along with other Panel Members, to cover the Hospital’s needs, including weekends and holidays. Scheduled hours for each shift shall be 7:00 AM to 7:00 PM (“**Day Shift**”), 7:00 PM to 7:00 AM (“**Night Shift**”), or as reasonably determined by Hospital and based on the patient care needs of the Program. Contractor shall allocate time among the Services as reasonably requested by Hospital from time to time.

**1.6 Availability.** On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor’s schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital’s needs for the Services.

**1.7 Absences.** Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor’s absence, and any unapproved absence shall constitute a breach of this Agreement.

**1.8 Time Reports.** Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as Exhibit 1.8. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

**1.9 Medical Staff.** Contractor shall be a member in good standing and active on the Hospital's medical staff (the "**Medical Staff**") and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

**1.10 Professional Qualifications.** Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration ("**DEA**") registration.

**1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins.** The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

**1.12 Performance Standards.** Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the "**Hospital Rules**"), and all protocols applicable to the Services or the Hospital (the "**Protocols**").

**1.13 Code of Conduct.** Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the "**Code**"), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

**1.14 Continuing Medical Education.** Contractor shall participate in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

**1.15 Use of Space.** Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

**1.16 Notification of Certain Events.** Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the “**Federal Health Care Programs**”) or state equivalent, any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor’s medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor’s professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state’s medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor’s license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor’s ability to provide the Services; or

(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

**1.17 Representations and Warranties by Contractor.** Contractor represents and warrants that: (a) Contractor’s license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor’s medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or

moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

**1.18 Nondiscrimination.** Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

**1.19 Non-Exclusive Services.** The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

**1.20 Compliance with Grant Terms.** If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

**1.21 Medical Records and Claims.**

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

**1.22 Records Available to Contractor.** Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill

requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

## **ARTICLE II. COMPENSATION**

**2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with Exhibit 2.1 (the “**Compensation**”), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Three Hundred Thousand Dollars (\$300,000).

**2.2 Billing and Collection.** Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor under this Agreement (the “**NMC Services**”). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor for NMC Services rendered by Contractor pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability.** Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

### **2.3 Third Party Payor Arrangements.**

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

- (i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital, with any third party payor or intermediate organization (including any independent practice association) (each, a "**Managed Care Organization**") designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;
- (ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;
- (iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or
- (iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

**ARTICLE III.**  
**INSURANCE AND INDEMNITY**

**3.1 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 Hospital’s Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

**3.2 Qualifying Insurers.** All coverages except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Hospital’s Contracts/Purchasing Director.

**3.3 Insurance Coverage Requirements.** Without limiting Contractor’s duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor’s sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance,** covering Contractor with coverage of not less than One-Million Dollars (\$1,000,000) per physician per occurrence and Three-Million Dollars (\$3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital’s Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a “Claims Made” rather than “Occurrence” basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (“**Tail Coverage**”), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(c) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

Exemption/Modification (Justification attached; subject to approval).

**3.4 Other Insurance Requirements.** All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. 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 Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) 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 Hospital, at its sole discretion, to terminate the Agreement immediately.

### **3.5 Right to Offset Insurance Costs.**

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

### **3.6 Indemnification.**

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

**3.7 Indemnification for Timely Payment of Tax Contributions.** It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

**3.8 Hospital Services.** Hospital shall retain professional and administrative responsibility for the operation of the Hospital, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

**3.9 Survival of Obligations.** The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

#### **ARTICLE IV.** **RELATIONSHIP BETWEEN THE PARTIES**

##### **4.1 Independent Contractor.**

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (“IRS”) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

**4.2 Limitation on Control.** Hospital shall neither have nor exercise any control or direction over Contractor’s professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

**4.3 Practice of Medicine.** Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

**4.4 No Benefit Contributions.** Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

**4.5 Referrals.** Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days’ notice to the other Party.

Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

**4.6 Form 1099 or W-2.** If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

**4.7 Contractor Compensation Arrangements.** Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

**4.8 Cooperation.**

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "**Action**") arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

**4.9 Contractor's Performance.** County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

**4.10 Right of Inspection.** Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

**4.11 Access to and Audit of Records.** Hospital 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 Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

## **ARTICLE V. TERM AND TERMINATION**

**5.1 Term.** This Agreement shall become effective on August 26, 2022 (the "**Effective Date**"), and shall continue until September 30, 2024 (the "**Expiration Date**"), subject to the termination provisions of this Agreement.

**5.2 Termination by Hospital.** Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

(e) 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;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her 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 of any jurisdiction;

(o) 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 prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

**5.3 Termination by Contractor.** Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

**5.4 Termination or Modification in the Event of Government Action.**

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, "**Government Action**" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

- (i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;
- (ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;
- (iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;
- (iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;
- (v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

- (vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or
- (vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, "**Affiliate**" shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

**5.5 Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

**5.6 Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(c) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(d) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

**5.7 Return of Property.** Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

**5.8 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.

## **ARTICLE VI. GENERAL PROVISIONS**

**6.1 Amendment.** This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

**6.2 Assignment.** Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

**6.3 Compliance with HIPAA.** Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "**HIPAA**," the obligations collectively referred to herein as "**HIPAA Obligations**"), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

**6.4 Compliance with Laws and Accreditation.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, "**Laws**") applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital. Contractor shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

**6.5 Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

**6.6 Confidential Information.**

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. "**Trade Secrets**" includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. "**Confidential Information**" includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

**6.7 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**6.8 Disclosure of Interests.** Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

**6.9 Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.
- (ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the “Panel”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.
- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

- (viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

**6.10 Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

**6.11 Exhibits.** The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

**6.12 Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

**6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State.

**6.14 Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**6.15 Litigation Consultation.** Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

**6.16 Master List.** The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

**6.17 Meaning of Certain Words.** Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

**6.18 No Conflicting Obligations.** Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

**6.19 No Third Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

**6.20 Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER  
1441 Constitution Blvd., Bldg. 300  
Salinas, California 93906  
Attention: Chief Medical Officer

If to Contractor, addressed to:

Claire Hartung

---

4590A Redwood Retreat Rd

---

Gilroy, CA 95020

---

**6.21 Participation in Federal Health Care Programs.** Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

**6.22 Representations.** Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

**6.23 Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

**6.24 Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

**6.25 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

*[signature page follows]*

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

**CONTRACTOR**

CLAIRE HARTUNG, M.D., Inc a corporation

DocuSigned by:  
  
7AF5F293BD06430...

Date: 7/25/2022 | 8:23 AM PDT

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

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

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
  
C0ECE1B99F444A9...  
Stacy Saetta, Deputy County Counsel

Date: 7/27/2022 | 4:59 PM PDT

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
  
D3834BFEC1D6449...  
Deputy Auditor/Controller

Date: 7/27/2022 | 5:08 PM PDT

**Exhibit 1.1**

**PROFESSIONAL SERVICES**

Contractor shall:

1. Provide consultation on patients in the Department, Program, and patients who are admitted to other service lines as requested by physicians and other members of the Medical Staff;
2. Attend Code Blue and Rapid Responses as per current Hospital policies;
3. While performing Professional Services during a Night Shift, manage critical care patients in the intensive care unit (“**ICU**”);
4. Manage the care of patients hospitalized with complex acute health problems and facilitate the continuum of care for Patients from admission through discharge, including facilitating the Patient’s transfer of care back to the primary care provider;
5. Serve as the primary attending physician of record, including without limitation, writing admission orders, progress notes and discharge summaries; performing history and physicals, consultations, diagnostic and therapeutic procedures; ordering and interpreting diagnostic tests; and creating and recommending treatment plans;
6. Provide medical care and treatment in the Specialty to Patients as needed, in compliance with all applicable rules, regulations and Program guidelines;
7. Prepare appropriate and timely patient medical records accurately detailing care and treatment services rendered;
8. Utilize interpersonal and communication skills to effectively exchange information with patients, families, colleagues, nursing and other health care professionals;
9. Provide supervision and guidance to those working in the Department, ICUs, the Hospital’s inpatient units, and the Program;
10. Participate in the monitoring and evaluation process of the Department’s and Program’s Quality Assessment and Improvement Plan;
11. Perform routine administrative duties ancillary to provision of patient services such as referrals, medication refills, dictation, resolution of billing issues, and completion of forms and reports;
12. Participate in staff meetings;
13. Perform functions assigned by the Department’s Medical Director, including patient care reviews and evaluation of patient care practice;

14. Utilize Hospital's telecommunication system; and
15. Arrange for treatment for Patients requiring professional services outside of the Specialty.

**Exhibit 1.2**

**TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. supervise patient care in a constructive and supportive way;
2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;
3. create a professional role model; and
4. evaluate resident performance in a meaningful, objective fashion.

**Exhibit 1.3**

**ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;
2. participate in utilization review programs, as reasonably requested by Hospital;
3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;
4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;
5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;
6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;
7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital conducted by governmental agencies or accrediting organizations, including those specific obligations set forth in **Attachment A**;
8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;
9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and
10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty. The quality program shall include at the least those characteristics set forth in **Attachment A**.

**Attachment A**

**ADDITIONAL OBLIGATIONS**

1. The Program developed, implemented and monitored by Hospital and Contractor requires quality improvement initiatives in the areas listed below.
  - a. Clinical Standards;
  - b. Performance Improvement;
  - c. Patient Satisfaction; and
  - d. Professional Development (OPPE).
2. Contractor must be able to provide detailed accurate and timely reports to Hospital.
3. Performance improvement and patient satisfaction measures may be deleted and/or replaced with new questions in order to comply with having a quality Program and Hospital's quality and/or performance standards.

**Exhibit 1.8**

**CONTRACTOR'S MONTHLY TIME REPORT**

**(See attached.)**

**Exhibit 1.13****MEDICAL STAFF POLICY**

<b>Title:</b> Practitioner Code of Conduct	<b>Effective:</b> 05/09 <b>Reviewed/Revised:</b> 08/11
<b>Standard:</b> MSP004-2	<b>Approved: MEC</b> 08/11 <b>BOT</b> 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

**POLICY**

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.
2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Contribute to the overall educational mission of NMC.
6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

### **EXAMPLES OF PROFESSIONAL BEHAVIOR**

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.
6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.
8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

### **EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR**

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.
2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.
8. Harassment
  - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
    1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
    2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
    3. Otherwise adversely affects an individual's employment opportunity.
  - b. Harassing conduct includes, but is not limited to:
    1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
    2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of NMC staff in front of patients, families, or other staff.

## **PROCEDURE**

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

## Exhibit 2.1

### COMPENSATION

1. **Hospitalist Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Seventy Dollars (\$170) per hour for those Professional Services provided to Program Patients during the Day Shift (the “**Day Shift Compensation**”) and One Hundred Eighty Dollars (\$180) per hour for those Professional Services provided to Program Patients during the Night Shift (the “**Night Shift Compensation**”); provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. The Day Shift Compensation, together with the Night Shift Compensation are referred to collectively in this Agreement as the “**Hospitalist Compensation**”.

2. **Labor and Delivery Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Eight Dollars (\$108) per hour for those Professional Services rendered by Contractor to Patients while providing on-site coverage for Hospital’s labor and delivery unit (the “**Labor & Delivery Compensation**”); provided however, that Contractor is in compliance with the terms and conditions of this Agreement.

3. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents (\$7.61) per hospitalist shift worked and Twenty-One Dollars and Ninety Cents (\$21.90) per labor and delivery shift worked by Contractor to compensate for Hospital’s payment of professional liability insurance premiums on behalf of Contractor. This rate represents the then-current rate and is subject to change.

4. **Timing.** Hospital shall pay the Compensation due for Services performed by Contractor after Contractor’s submission of the monthly invoice of preceding month’s activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is “30 days after receipt of the certified invoice in the Auditor-Controller’s Office”.

### **Exhibit 6.3**

#### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective August 26, 2022 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Claire Hartung, M.D., Inc (“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 (“E PHI”), 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;

(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;

(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.

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.

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:

Claire Hartung

4590A Redwood Retreat Rd

Gilroy, CA 95020

Attn: Claire Hartung

Phone: 610-513-5932

Fax:

If to Covered Entity, to:

NATIVIDAD MEDICAL CENTER

1441 Constitution Blvd., Bldg. 300

Salinas, California 93906

Attn: Compliance Officer

Phone: 831.755.4111

Fax: 831.755.6297

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.

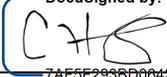
5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

Exhibit 6.3-7

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.

**CLAIRE HARTUNG, M.D., Inc**

DocuSigned by:  
By:   
7AF5F2938BD06430...

Print Name: Claire Hartung

Print Title: MD

Date: 7/25/2022 | 8:23 AM PDT

**COUNTY OF MONTEREY, ON BEHALF OF  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

**PROFESSIONAL SERVICES AGREEMENT**  
**by and between**  
**NATIVIDAD MEDICAL CENTER (“Hospital”)**  
**and**  
**IAN L. ATKINSON, INC., M.D., Inc (“Contractor”)**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of August 26, 2022, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Ian L. Atkinson, M.D., Inc, a California corporation (“**Contractor**”). Contractor is a professional entity and appoints Ian L. Atkinson, M.D. to provide the services described in the Agreement on its behalf, and all references to Contractor shall include this individual. County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

### RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California, in which it operates a hospitalist program (the “**Program**”) under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the “**State**”). Contractor is board certified for the practice of medicine in the specialty of family practice and credentialed for critical care procedures such as central venous catheters, arterial lines, endotracheal intubation, and ventilator management (collectively, the “**Specialty**”).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (“**Department**”) and/or who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty (the “**Patients**”), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Program coverage for the Hospital as may be required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a “**Panel Member**” and, collectively, the “**Panel Members**”), to provide the Services (as defined below), upon the terms and subject to the conditions set forth in this Agreement.

E. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor’s duties as contemplated by this Agreement.
2. Contractor’s qualifications.
3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.
4. The benefits to Hospital’s community resulting from Contractor’s performance of the services described in this Agreement.
5. The economic conditions locally and in the health care industry generally.

## AGREEMENT

### THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I. CONTRACTOR'S OBLIGATIONS

**1.1 Professional Services.** Contractor shall provide the professional services described in Exhibit 1.1 (the “**Professional Services**”) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

**1.2 Teaching Services.** Contractor shall provide to Hospital those teaching services set forth in Exhibit 1.2 (collectively, the “**Teaching Services**”). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

**1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in Exhibit 1.3 (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services.**”

**1.4 Personal Services.** This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

**1.5 Time Commitment.** Contractor shall provide the Professional Services from time to time as needed, along with other Panel Members, to cover the Hospital’s needs, including weekends and holidays. Scheduled hours for each shift shall be 7:00 AM to 7:00 PM (“**Day Shift**”), 7:00 PM to 7:00 AM (“**Night Shift**”), or as reasonably determined by Hospital and based on the patient care needs of the Program. Contractor shall allocate time among the Services as reasonably requested by Hospital from time to time.

**1.6 Availability.** On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor’s schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital’s needs for the Services.

**1.7 Absences.** Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor’s absence, and any unapproved absence shall constitute a breach of this Agreement.

**1.8 Time Reports.** Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as Exhibit 1.8. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

**1.9 Medical Staff.** Contractor shall be a member in good standing and active on the Hospital's medical staff (the "**Medical Staff**") and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

**1.10 Professional Qualifications.** Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration ("**DEA**") registration.

**1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins.** The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

**1.12 Performance Standards.** Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the "**Hospital Rules**"), and all protocols applicable to the Services or the Hospital (the "**Protocols**").

**1.13 Code of Conduct.** Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the "**Code**"), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

**1.14 Continuing Medical Education.** Contractor shall participate in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

**1.15 Use of Space.** Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

**1.16 Notification of Certain Events.** Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the “**Federal Health Care Programs**”) or state equivalent, any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor’s medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor’s professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state’s medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor’s license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor’s ability to provide the Services; or

(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

**1.17 Representations and Warranties by Contractor.** Contractor represents and warrants that: (a) Contractor’s license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor’s medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or

moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

**1.18 Nondiscrimination.** Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

**1.19 Non-Exclusive Services.** The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

**1.20 Compliance with Grant Terms.** If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

**1.21 Medical Records and Claims.**

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

**1.22 Records Available to Contractor.** Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill

requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

## **ARTICLE II.** **COMPENSATION**

**2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the “**Compensation**”), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Three Hundred Thousand Dollars (\$300,000).

**2.2 Billing and Collection.** Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor under this Agreement (the “**NMC Services**”). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor for NMC Services rendered by Contractor pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability.** Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

### **2.3 Third Party Payor Arrangements.**

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

- (i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital, with any third party payor or intermediate organization (including any independent practice association) (each, a "**Managed Care Organization**") designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;
- (ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;
- (iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or
- (iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

**ARTICLE III.**  
**INSURANCE AND INDEMNITY**

**3.1 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 Hospital’s Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

**3.2 Qualifying Insurers.** All coverages except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Hospital’s Contracts/Purchasing Director.

**3.3 Insurance Coverage Requirements.** Without limiting Contractor’s duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor’s sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance,** covering Contractor with coverage of not less than One-Million Dollars (\$1,000,000) per physician per occurrence and Three-Million Dollars (\$3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital’s Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a “Claims Made” rather than “Occurrence” basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (“**Tail Coverage**”), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(c) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

Exemption/Modification (Justification attached; subject to approval).

**3.4 Other Insurance Requirements.** All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. 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 Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) 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 Hospital, at its sole discretion, to terminate the Agreement immediately.

### **3.5 Right to Offset Insurance Costs.**

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

### **3.6 Indemnification.**

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

**3.7 Indemnification for Timely Payment of Tax Contributions.** It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

**3.8 Hospital Services.** Hospital shall retain professional and administrative responsibility for the operation of the Hospital, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

**3.9 Survival of Obligations.** The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

**ARTICLE IV.**  
**RELATIONSHIP BETWEEN THE PARTIES**

**4.1 Independent Contractor.**

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (“IRS”) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

**4.2 Limitation on Control.** Hospital shall neither have nor exercise any control or direction over Contractor’s professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

**4.3 Practice of Medicine.** Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

**4.4 No Benefit Contributions.** Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

**4.5 Referrals.** Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days’ notice to the other Party.

Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

**4.6 Form 1099 or W-2.** If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

**4.7 Contractor Compensation Arrangements.** Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

**4.8 Cooperation.**

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "**Action**") arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

**4.9 Contractor's Performance.** County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

**4.10 Right of Inspection.** Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

**4.11 Access to and Audit of Records.** Hospital 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 Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

## **ARTICLE V. TERM AND TERMINATION**

**5.1 Term.** This Agreement shall become effective on August 26, 2022 (the "Effective Date"), and shall continue until September 30, 2024 (the "Expiration Date"), subject to the termination provisions of this Agreement.

**5.2 Termination by Hospital.** Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

(e) 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;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her 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 of any jurisdiction;

(o) 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 prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

**5.3 Termination by Contractor.** Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

**5.4 Termination or Modification in the Event of Government Action.**

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notifies the other of such fact.

(c) For the purposes of this Section, "**Government Action**" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

- (i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;
- (ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;
- (iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;
- (iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;
- (v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

- (vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or
- (vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, "**Affiliate**" shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

**5.5 Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

**5.6 Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(c) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(d) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

**5.7 Return of Property.** Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

**5.8 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.

## **ARTICLE VI. GENERAL PROVISIONS**

**6.1 Amendment.** This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

**6.2 Assignment.** Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

**6.3 Compliance with HIPAA.** Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "**HIPAA,**" the obligations collectively referred to herein as "**HIPAA Obligations**"), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

**6.4 Compliance with Laws and Accreditation.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, "**Laws**") applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital. Contractor shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

**6.5 Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

**6.6 Confidential Information.**

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. "**Trade Secrets**" includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. "**Confidential Information**" includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

**6.7 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**6.8 Disclosure of Interests.** Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

**6.9 Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.
- (ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the “Panel”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.
- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

- (viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

**6.10 Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

**6.11 Exhibits.** The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

**6.12 Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

**6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State.

**6.14 Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**6.15 Litigation Consultation.** Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

**6.16 Master List.** The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

**6.17 Meaning of Certain Words.** Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

**6.18 No Conflicting Obligations.** Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

**6.19 No Third Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

**6.20 Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER  
1441 Constitution Blvd., Bldg. 300  
Salinas, California 93906  
Attention: Chief Medical Officer

If to Contractor, addressed to:

Ian Atkinson

---

484 Washington st. B120

---

Monterey CA 93940

---

**6.21 Participation in Federal Health Care Programs.** Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

**6.22 Representations.** Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

**6.23 Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

**6.24 Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

**6.25 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

*[signature page follows]*

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

**CONTRACTOR**

IAN L. ATKINSON, M.D., Inc a corporation

DocuSigned by:  
  
0E8D4C201465422...

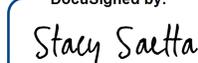
Date: 7/29/2022 | 4:44 PM PDT

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

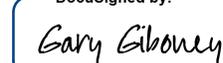
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
  
C0ECE1B99F444A9...  
Stacy Saetta, Deputy County Counsel

Date: 8/9/2022 | 10:13 AM PDT

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
  
D3634BFEC1D8449...  
Deputy Auditor/Controller

Date: 8/9/2022 | 10:21 AM PDT

**Exhibit 1.1**

**PROFESSIONAL SERVICES**

Contractor shall:

1. Provide consultation on patients in the Department, Program, and patients who are admitted to other service lines as requested by physicians and other members of the Medical Staff;
2. Attend Code Blue and Rapid Responses as per current Hospital policies;
3. While performing Professional Services during a Night Shift, manage critical care patients in the intensive care unit (“**ICU**”);
4. Manage the care of patients hospitalized with complex acute health problems and facilitate the continuum of care for Patients from admission through discharge, including facilitating the Patient’s transfer of care back to the primary care provider;
5. Serve as the primary attending physician of record, including without limitation, writing admission orders, progress notes and discharge summaries; performing history and physicals, consultations, diagnostic and therapeutic procedures; ordering and interpreting diagnostic tests; and creating and recommending treatment plans;
6. Provide medical care and treatment in the Specialty to Patients as needed, in compliance with all applicable rules, regulations and Program guidelines;
7. Prepare appropriate and timely patient medical records accurately detailing care and treatment services rendered;
8. Utilize interpersonal and communication skills to effectively exchange information with patients, families, colleagues, nursing and other health care professionals;
9. Provide supervision and guidance to those working in the Department, ICUs, the Hospital’s inpatient units, and the Program;
10. Participate in the monitoring and evaluation process of the Department’s and Program’s Quality Assessment and Improvement Plan;
11. Perform routine administrative duties ancillary to provision of patient services such as referrals, medication refills, dictation, resolution of billing issues, and completion of forms and reports;
12. Participate in staff meetings;
13. Perform functions assigned by the Department’s Medical Director, including patient care reviews and evaluation of patient care practice;

14. Utilize Hospital's telecommunication system; and
15. Arrange for treatment for Patients requiring professional services outside of the Specialty.

**Exhibit 1.2**

**TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. supervise patient care in a constructive and supportive way;
2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;
3. create a professional role model; and
4. evaluate resident performance in a meaningful, objective fashion.

**Exhibit 1.3**

**ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;
2. participate in utilization review programs, as reasonably requested by Hospital;
3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;
4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;
5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;
6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;
7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital conducted by governmental agencies or accrediting organizations, including those specific obligations set forth in **Attachment A**;
8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;
9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and
10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty. The quality program shall include at the least those characteristics set forth in **Attachment A**.

**Attachment A**

**ADDITIONAL OBLIGATIONS**

1. The Program developed, implemented and monitored by Hospital and Contractor requires quality improvement initiatives in the areas listed below.
  - a. Clinical Standards;
  - b. Performance Improvement;
  - c. Patient Satisfaction; and
  - d. Professional Development (OPPE).
2. Contractor must be able to provide detailed accurate and timely reports to Hospital.
3. Performance improvement and patient satisfaction measures may be deleted and/or replaced with new questions in order to comply with having a quality Program and Hospital's quality and/or performance standards.

**Exhibit 1.8**

**CONTRACTOR'S MONTHLY TIME REPORT**

**(See attached.)**

**Exhibit 1.13****MEDICAL STAFF POLICY**

<b>Title:</b> Practitioner Code of Conduct	<b>Effective:</b> 05/09 <b>Reviewed/Revised:</b> 08/11
<b>Standard:</b> MSP004-2	<b>Approved: MEC</b> 08/11 <b>BOT</b> 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

**POLICY**

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.
2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Contribute to the overall educational mission of NMC.
6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

### **EXAMPLES OF PROFESSIONAL BEHAVIOR**

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.
6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.
8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

### **EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR**

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.
2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.
8. Harassment
  - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
    1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
    2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
    3. Otherwise adversely affects an individual's employment opportunity.
  - b. Harassing conduct includes, but is not limited to:
    1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
    2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of NMC staff in front of patients, families, or other staff.

## **PROCEDURE**

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

**Exhibit 2.1**

**COMPENSATION**

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Seventy Dollars (\$170) per hour for those Professional Services provided to Program Patients during the Day Shift (the “**Day Shift Compensation**”) and One Hundred Eighty Dollars (\$180) per hour for those Professional Services provided to Program Patients during the Night Shift (the “**Night Shift Compensation**”); provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. The Day Shift Compensation, together with the Night Shift Compensation are referred to collectively in this Agreement as the “**Compensation**”.

2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents (\$7.61) per shift worked by Contractor to compensate for Hospital’s payment of professional liability insurance premiums on behalf of Contractor. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the Compensation due for Services performed by Contractor after Contractor’s submission of the monthly invoice of preceding month’s activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is “30 days after receipt of the certified invoice in the Auditor-Controller’s Office”.

### **Exhibit 6.3**

#### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective September 26, 2022 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Ian L. Atkinson, M.D., Inc (“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 (“E PHI”), 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;

(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;

(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.

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.

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:

Ian Atkinson

484 Washington St. B120

Monterey, CA 93940

Attn: Ian Atkinson

Phone: 8315858889

Fax: None

If to Covered Entity, to:

NATIVIDAD MEDICAL CENTER

1441 Constitution Blvd., Bldg. 300

Salinas, California 93906

Attn: Compliance Officer

Phone: 831.755.4111

Fax: 831.755.6297

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.

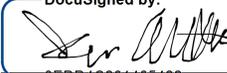
5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

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.

**IAN L. ATKINSON, M.D., Inc**

DocuSigned by:  
By:   
0EEDD4C261465422...

Print Name: Ian Atkinson

Print Title: Presidents

Date: 7/29/2022 | 4:44 PM PDT

**COUNTY OF MONTEREY, ON BEHALF OF  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

**PROFESSIONAL SERVICES AGREEMENT**  
**by and between**  
**NATIVIDAD MEDICAL CENTER (“Hospital”)**  
**and**  
**NATALIE LA CORTE, M.D., Inc (“Contractor”)**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of August 26, 2022, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and Natalie La Corte, M.D., Inc, a California corporation (“**Contractor**”). Contractor is a professional entity and appoints Natalie La Corte, M.D. to provide the services described in the Agreement on its behalf, and all references to Contractor shall include this individual. County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

### RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California, in which it operates a hospitalist program (the “**Program**”) under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the “**State**”). Contractor is board certified for the practice of medicine in the specialty of family practice and credentialed for critical care procedures such as central venous catheters, arterial lines, endotracheal intubation, and ventilator management (collectively, the “**Specialty**”).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who present to the emergency department (“**Department**”) and/or who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty (the “**Patients**”), without regard to any consideration other than medical condition.

D. In order to ensure adequate and continued Program coverage for the Hospital as may be required by applicable federal and state laws, Hospital desires to engage a panel of physicians specializing in the Specialty, including Contractor (each, a “**Panel Member**” and, collectively, the “**Panel Members**”), to provide the Services (as defined below), upon the terms and subject to the conditions set forth in this Agreement.

E. Hospital has considered the following factors in determining the necessity and amount of compensation payable to Contractor pursuant to this Agreement:

1. The nature of Contractor’s duties as contemplated by this Agreement.
2. Contractor’s qualifications.
3. The difficulty in obtaining a qualified physician to provide the services described in this Agreement.
4. The benefits to Hospital’s community resulting from Contractor’s performance of the services described in this Agreement.
5. The economic conditions locally and in the health care industry generally.

## AGREEMENT

### THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I. CONTRACTOR'S OBLIGATIONS

**1.1 Professional Services.** Contractor shall provide the professional services described in Exhibit 1.1 (the “**Professional Services**”) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

**1.2 Teaching Services.** Contractor shall provide to Hospital those teaching services set forth in Exhibit 1.2 (collectively, the “**Teaching Services**”). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

**1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in Exhibit 1.3 (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services.**”

**1.4 Personal Services.** This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

**1.5 Time Commitment.** Contractor shall provide the Professional Services from time to time as needed, along with other Panel Members, to cover the Hospital’s needs, including weekends and holidays. Scheduled hours for each shift shall be 7:00 AM to 7:00 PM (“**Day Shift**”), 7:00 PM to 7:00 AM (“**Night Shift**”), or as reasonably determined by Hospital and based on the patient care needs of the Program. Contractor shall allocate time among the Services as reasonably requested by Hospital from time to time.

**1.6 Availability.** On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor’s schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital’s needs for the Services.

**1.7 Absences.** Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor’s absence, and any unapproved absence shall constitute a breach of this Agreement.

**1.8 Time Reports.** Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as Exhibit 1.8. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

**1.9 Medical Staff.** Contractor shall be a member in good standing and active on the Hospital's medical staff (the "**Medical Staff**") and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

**1.10 Professional Qualifications.** Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration ("**DEA**") registration.

**1.11 Review of Office of the Inspector General ("OIG") Medicare Compliance Bulletins.** The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor's performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

**1.12 Performance Standards.** Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the "**Hospital Rules**"), and all protocols applicable to the Services or the Hospital (the "**Protocols**").

**1.13 Code of Conduct.** Contractor hereby acknowledges receipt of Hospital's Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the "**Code**"), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor's business dealings with Hospital and Contractor's performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor's business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

**1.14 Continuing Medical Education.** Contractor shall participate in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

**1.15 Use of Space.** Contractor shall use Hospital's premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital's prior written consent.

**1.16 Notification of Certain Events.** Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the “**Federal Health Care Programs**”) or state equivalent, any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor’s medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor’s professional services;

(d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;

(e) Contractor becomes the subject of any disciplinary proceeding or action before any state’s medical board or similar agency responsible for professional standards or behavior;

(f) Contractor voluntarily or involuntarily retires from the practice of medicine;

(g) Contractor’s license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor is charged with or convicted of a criminal offense;

(i) any act of nature or any other event occurs which has a material adverse effect on Contractor’s ability to provide the Services; or

(j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

**1.17 Representations and Warranties by Contractor.** Contractor represents and warrants that: (a) Contractor’s license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor’s medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or

moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

**1.18 Nondiscrimination.** Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

**1.19 Non-Exclusive Services.** The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

**1.20 Compliance with Grant Terms.** If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

**1.21 Medical Records and Claims.**

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

**1.22 Records Available to Contractor.** Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill

requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

## **ARTICLE II.** **COMPENSATION**

**2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the “**Compensation**”), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Three Hundred Thousand Dollars (\$300,000).

**2.2 Billing and Collection.** Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor under this Agreement (the “**NMC Services**”). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor for NMC Services rendered by Contractor pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability.** Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties' respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys' fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

### **2.3 Third Party Payor Arrangements.**

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

- (i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital, with any third party payor or intermediate organization (including any independent practice association) (each, a "**Managed Care Organization**") designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;
- (ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;
- (iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or
- (iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

**ARTICLE III.**  
**INSURANCE AND INDEMNITY**

**3.1 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 Hospital’s Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

**3.2 Qualifying Insurers.** All coverages except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A-VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by Hospital’s Contracts/Purchasing Director.

**3.3 Insurance Coverage Requirements.** Without limiting Contractor’s duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor’s sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance,** covering Contractor with coverage of not less than One-Million Dollars (\$1,000,000) per physician per occurrence and Three-Million Dollars (\$3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital’s Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a “Claims Made” rather than “Occurrence” basis, then Contractor shall either continue such coverage or obtain extended reporting coverage (“**Tail Coverage**”), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(c) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

Exemption/Modification (Justification attached; subject to approval).

**3.4 Other Insurance Requirements.** All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. 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 Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) 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 Hospital, at its sole discretion, to terminate the Agreement immediately.

### **3.5 Right to Offset Insurance Costs.**

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

### **3.6 Indemnification.**

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

**3.7 Indemnification for Timely Payment of Tax Contributions.** It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

**3.8 Hospital Services.** Hospital shall retain professional and administrative responsibility for the operation of the Hospital, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

**3.9 Survival of Obligations.** The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

#### **ARTICLE IV. RELATIONSHIP BETWEEN THE PARTIES**

##### **4.1 Independent Contractor.**

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service (“IRS”) or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

**4.2 Limitation on Control.** Hospital shall neither have nor exercise any control or direction over Contractor’s professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

**4.3 Practice of Medicine.** Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

**4.4 No Benefit Contributions.** Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

**4.5 Referrals.** Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days’ notice to the other Party.

Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

**4.6 Form 1099 or W-2.** If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

**4.7 Contractor Compensation Arrangements.** Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

**4.8 Cooperation.**

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an "**Action**") arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital's compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

**4.9 Contractor's Performance.** County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital's Medical Director/Chief Medical Officer and from other professionals within Hospital.

**4.10 Right of Inspection.** Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

**4.11 Access to and Audit of Records.** Hospital 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 Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

## **ARTICLE V. TERM AND TERMINATION**

**5.1 Term.** This Agreement shall become effective on August 26, 2022 (the "Effective Date"), and shall continue until September 30, 2024 (the "Expiration Date"), subject to the termination provisions of this Agreement.

**5.2 Termination by Hospital.** Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

(a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;

(b) death or permanent disability of Contractor;

(c) Contractor's voluntary retirement from the practice of medicine;

(d) neglect of professional duty by Contractor in a manner that violates Hospital's policies, rules or regulations;

(e) 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;

(f) Contractor's clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

(h) Contractor for any reason is not a member in good standing in the "active staff" category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor's performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;

(i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her 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 of any jurisdiction;

(o) 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 prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

**5.3 Termination by Contractor.** Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

**5.4 Termination or Modification in the Event of Government Action.**

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notifies the other of such fact.

(c) For the purposes of this Section, "**Government Action**" shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

- (i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;
- (ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;
- (iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;
- (iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;
- (v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;

- (vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or
- (vii) jeopardize Hospital's full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, "**Affiliate**" shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

**5.5 Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

**5.6 Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(c) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(d) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

**5.7 Return of Property.** Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

**5.8 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.

## **ARTICLE VI. GENERAL PROVISIONS**

**6.1 Amendment.** This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

**6.2 Assignment.** Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

**6.3 Compliance with HIPAA.** Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, "**HIPAA,**" the obligations collectively referred to herein as "**HIPAA Obligations**"), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

**6.4 Compliance with Laws and Accreditation.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, "**Laws**") applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital. Contractor shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

**6.5 Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor's books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

**6.6 Confidential Information.**

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. "**Trade Secrets**" includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. "**Confidential Information**" includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

**6.7 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**6.8 Disclosure of Interests.** Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

**6.9 Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.
- (ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the “Panel”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.
- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

- (viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

**6.10 Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

**6.11 Exhibits.** The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

**6.12 Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

**6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State.

**6.14 Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**6.15 Litigation Consultation.** Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

**6.16 Master List.** The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

**6.17 Meaning of Certain Words.** Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

**6.18 No Conflicting Obligations.** Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

**6.19 No Third Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

**6.20 Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER  
1441 Constitution Blvd., Bldg. 300  
Salinas, California 93906  
Attention: Chief Medical Officer

If to Contractor, addressed to:

Natalie La Corte  
\_\_\_\_\_  
246 Lesley Lane  
\_\_\_\_\_  
Hollister, Ca 95023  
\_\_\_\_\_

**6.21 Participation in Federal Health Care Programs.** Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

**6.22 Representations.** Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

**6.23 Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

**6.24 Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

**6.25 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

*[signature page follows]*

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

**CONTRACTOR**

NATALIE LA CORTE, M.D., Inc a corporation

DocuSigned by:  
  
C5C1D7D7557C457...

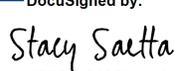
Date: 7/9/2022 | 1:23 PM PDT

**NATIVIDAD MEDICAL CENTER**

\_\_\_\_\_  
Deputy Purchasing Agent

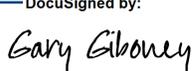
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
  
C0ECE1B99F444A9...  
Stacy Sietta, Deputy County Counsel

Date: 7/11/2022 | 10:26 AM PDT

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
  
D3834BFEC1D8449...  
Deputy Auditor/Controller

Date: 7/12/2022 | 9:33 AM PDT

**Exhibit 1.1**

**PROFESSIONAL SERVICES**

Contractor shall:

1. Provide consultation on patients in the Department, Program, and patients who are admitted to other service lines as requested by physicians and other members of the Medical Staff;
2. Attend Code Blue and Rapid Responses as per current Hospital policies;
3. While performing Professional Services during a Night Shift, manage critical care patients in the intensive care unit (“**ICU**”);
4. Manage the care of patients hospitalized with complex acute health problems and facilitate the continuum of care for Patients from admission through discharge, including facilitating the Patient’s transfer of care back to the primary care provider;
5. Serve as the primary attending physician of record, including without limitation, writing admission orders, progress notes and discharge summaries; performing history and physicals, consultations, diagnostic and therapeutic procedures; ordering and interpreting diagnostic tests; and creating and recommending treatment plans;
6. Provide medical care and treatment in the Specialty to Patients as needed, in compliance with all applicable rules, regulations and Program guidelines;
7. Prepare appropriate and timely patient medical records accurately detailing care and treatment services rendered;
8. Utilize interpersonal and communication skills to effectively exchange information with patients, families, colleagues, nursing and other health care professionals;
9. Provide supervision and guidance to those working in the Department, ICUs, the Hospital’s inpatient units, and the Program;
10. Participate in the monitoring and evaluation process of the Department’s and Program’s Quality Assessment and Improvement Plan;
11. Perform routine administrative duties ancillary to provision of patient services such as referrals, medication refills, dictation, resolution of billing issues, and completion of forms and reports;
12. Participate in staff meetings;
13. Perform functions assigned by the Department’s Medical Director, including patient care reviews and evaluation of patient care practice;

14. Utilize Hospital's telecommunication system; and
15. Arrange for treatment for Patients requiring professional services outside of the Specialty.

**Exhibit 1.2**

**TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. supervise patient care in a constructive and supportive way;
2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;
3. create a professional role model; and
4. evaluate resident performance in a meaningful, objective fashion.

**Exhibit 1.3**

**ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;
2. participate in utilization review programs, as reasonably requested by Hospital;
3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;
4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;
5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;
6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;
7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital conducted by governmental agencies or accrediting organizations, including those specific obligations set forth in **Attachment A**;
8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;
9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and
10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty. The quality program shall include at the least those characteristics set forth in **Attachment A**.

**Attachment A**

**ADDITIONAL OBLIGATIONS**

1. The Program developed, implemented and monitored by Hospital and Contractor requires quality improvement initiatives in the areas listed below.
  - a. Clinical Standards;
  - b. Performance Improvement;
  - c. Patient Satisfaction; and
  - d. Professional Development (OPPE).
2. Contractor must be able to provide detailed accurate and timely reports to Hospital.
3. Performance improvement and patient satisfaction measures may be deleted and/or replaced with new questions in order to comply with having a quality Program and Hospital's quality and/or performance standards.

**Exhibit 1.8**

**CONTRACTOR'S MONTHLY TIME REPORT**

**(See attached.)**

**Exhibit 1.13****MEDICAL STAFF POLICY**

<b>Title:</b> Practitioner Code of Conduct	<b>Effective:</b> 05/09 <b>Reviewed/Revised:</b> 08/11
<b>Standard:</b> MSP004-2	<b>Approved: MEC</b> 08/11 <b>BOT</b> 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

**POLICY**

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.
2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Contribute to the overall educational mission of NMC.
6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

### **EXAMPLES OF PROFESSIONAL BEHAVIOR**

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.
6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.
8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

### **EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR**

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.
2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.
8. Harassment
  - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
    1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
    2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
    3. Otherwise adversely affects an individual's employment opportunity.
  - b. Harassing conduct includes, but is not limited to:
    1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
    2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of NMC staff in front of patients, families, or other staff.

## **PROCEDURE**

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

**Exhibit 2.1**

**COMPENSATION**

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Seventy Dollars (\$170) per hour for those Professional Services provided to Program Patients during the Day Shift (the “**Day Shift Compensation**”) and One Hundred Eighty Dollars (\$180) per hour for those Professional Services provided to Program Patients during the Night Shift (the “**Night Shift Compensation**”); provided, however, that Contractor is in compliance with the terms and conditions of this Agreement. The Day Shift Compensation, together with the Night Shift Compensation are referred to collectively in this Agreement as the “**Compensation**”.

2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents (\$7.61) per shift worked by Contractor to compensate for Hospital’s payment of professional liability insurance premiums on behalf of Contractor. This rate represents the then-current rate and is subject to change.

3. **Timing.** Hospital shall pay the Compensation due for Services performed by Contractor after Contractor’s submission of the monthly invoice of preceding month’s activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Services were performed, Hospital shall not be obligated to pay Contractor for Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is “30 days after receipt of the certified invoice in the Auditor-Controller’s Office”.

**Exhibit 6.3****BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective September 26, 2022 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Natalie La Corte, MD., Inc (“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 (“E PHI”), 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;

(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;

(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.

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.

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:

Natalie La Corte

---

246 Lesley Lane

---

Hollister, Ca 95023

---

Attn: Natalie La Corte

---

Phone: 831-245-8785

---

Fax: 831-637-8778

If to Covered Entity, to:

NATIVIDAD MEDICAL CENTER

1441 Constitution Blvd., Bldg. 300

Salinas, California 93906

Attn: Compliance Officer

Phone: 831.755.4111

Fax: 831.755.6297

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.

Exhibit 6.3-7

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.

**NATALIE LA CORTE, M.D., Inc**

DocuSigned by:  
  
By: \_\_\_\_\_  
G5C4D7D7557C467...

Print Name: Natalie La Corte

Print Title: MD

Date: 7/9/2022 | 1:23 PM PDT

**COUNTY OF MONTEREY, ON BEHALF OF  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

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



# Monterey County

**Item No.30**

## Board Report

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

**Legistar File Number: A 22-446**

**August 23, 2022**

**Introduced:** 8/9/2022

**Current Status:** Natividad Medical Center -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute the Third Amendment to the Professional Services Agreements with Nathaniel Uchtmann, M.D. to provide pediatric and adult hospitalist physician services, extending the term by twelve months (July 1, 2023 to June 30, 2024) for a revised full agreement term of July 1, 2019 to June 30, 2024, and adding \$200,000 for a revised not to exceed amount of \$300,000 in the aggregate; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute the Third Amendment to the Professional Services Agreements with Nathaniel Uchtmann, M.D. to provide pediatric and adult hospitalist physician services, extending the term by twelve months (July 1, 2023 to June 30, 2024) for a revised full agreement term of July 1, 2019 to June 30, 2024, and adding \$200,000 for a revised not to exceed amount of \$300,000 in the aggregate; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

Natividad operates medical surgical units and an acute rehabilitation unit that provide direct patient care to hospitalized patients 24 hours a day, 7 days a week. In order to ensure sufficient staffing of these critical units, it requires a team of internal medicine and family medicine physicians, known as hospitalist who are immediately available to provide patient care. Natividad would like to amend its existing agreement with Dr. Uchtmann to add the provision of adult hospitalist services. Natividad has obtained an independent opinion of fair market value supporting the payment terms.

### OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad's Finance Committee and Board of Trustees.

### FINANCING:

The cost of this amendment is \$200,000. The total not to exceed amount of this agreement is \$300,000 for the period July 1, 2019 to June 30, 2024. The actual cost is contingent Dr. Uchtmann's level of service which fluctuates based on patient volumes and his availability. \$100,000 is included in the Fiscal Year 2022/2023 Adopted Budget. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement provide Natividad with the additional support it needs in order to provide reliable and high-quality patient care which improves the health and quality of life for patients and their families.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506

Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2553

Attachments:

- Third Amendment
- Second Amendment
- First Amendment
- Agreement

Attachments on file at the Clerk of the Board



# Monterey County

Item No.

## Board Report

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

Legistar File Number: A 22-446

August 23, 2022

**Introduced:** 8/9/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute the Third Amendment to the Professional Services Agreements with Nathaniel Uchtmann, M.D. to provide pediatric and adult hospitalist physician services, extending the term by twelve months (July 1, 2023 to June 30, 2024) for a revised full agreement term of July 1, 2019 to June 30, 2024, and adding \$200,000 for a revised not to exceed amount of \$300,000 in the aggregate; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Authorize the Chief Executive Officer (CEO) for Natividad or his designee to execute the Third Amendment to the Professional Services Agreements with Nathaniel Uchtmann, M.D. to provide pediatric and adult hospitalist physician services, extending the term by twelve months (July 1, 2023 to June 30, 2024) for a revised full agreement term of July 1, 2019 to June 30, 2024, and adding \$200,000 for a revised not to exceed amount of \$300,000 in the aggregate; and
- b. Authorize the CEO for Natividad or his designee to sign up to three (3) amendments to these agreements where the total amendments do not exceed 10% (\$10,000) of the original contract amount and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

Natividad operates medical surgical units and an acute rehabilitation unit that provide direct patient care to hospitalized patients 24 hours a day, 7 days a week. In order to ensure sufficient staffing of these critical units, it requires a team of internal medicine and family medicine physicians, known as hospitalist who are immediately available to provide patient care. Natividad would like to amend its existing agreement with Dr. Uchtmann to add the provision of adult hospitalist services. Natividad has obtained an independent opinion of fair market value supporting the payment terms.

### OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this Amendment as to legal form. Auditor-Controller has reviewed and approved this Amendment as to fiscal provisions. The Amendment has also been reviewed and approved by Natividad's Finance Committee and Board of Trustees.

### FINANCING:

The cost of this amendment is \$200,000. The total not to exceed amount of this agreement is

\$300,000 for the period July 1, 2019 to June 30, 2024. The actual cost is contingent Dr. Uchtmann's level of service which fluctuates based on patient volumes and his availability. \$100,000 is included in the Fiscal Year 2022/2023 Adopted Budget. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The services rendered in this agreement provide Natividad with the additional support it needs in order to provide reliable and high-quality patient care which improves the health and quality of life for patients and their families.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783.2506

Approved by: Dr. Charles R. Harris, Chief Executive Officer, 783.2553

Attachments:

- Third Amendment
- Second Amendment
- First Amendment
- Agreement

Attachments on file at the Clerk of the Board

Charles R Harris  
Charles R. Harris, M.D., Chief Executive Officer

8/16/2022  
Date

### **THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of August 26, 2022 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and NATHANIEL UCHTMANN, M.D., an individual (“**Contractor**”) with respect to the following:

#### **RECITALS**

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of July 1, 2019, and as amended effective July 1, 2021 and April 1, 2022 (collectively, the “**Agreement**”) pursuant to which Contractor provides Specialty services to Patients.
- C. Hospital and Contractor desire to amend the Agreement to add hospitalist services to be included in the provision of Professional Services, extend the term by twelve (12) months, and add Two Hundred Thousand Dollars (\$200,000) to the aggregate amount payable to Contractor.

#### **AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Recital A**. Recital A to the Agreement is hereby amended and restated to read in its entirety as follows:

“A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California, in which it operates a hospitalist program (the “**Program**”) under its acute care license.”
3. **Section 1.1**. Section 1.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

“**1.1 Professional Services**. Contractor shall provide the professional services set forth in **Exhibit 1.1** (the “**Professional Services**”) to Patients, upon the terms and the conditions set forth in this Agreement.”

4. **Section 2.1.** Section 2.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

**“2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with **Exhibit 2.1** (the **“Compensation”**), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of Three Hundred Thousand Dollars (\$300,000).”

5. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

**“5.1 Term.** This Agreement shall become effective on July 1, 2019 (the **“Effective Date”**) and shall continue until June 30, 2024 (the **“Expiration Date”**), subject to the termination provisions of this Agreement.”

6. **Exhibit 1.1.** Exhibit 1.1 to the Agreement is hereby added and attached hereto as **Exhibit 1.1.**

7. **Exhibit 2.1.** Exhibit 2.1 to the Agreement shall be deleted and replaced in its entirety and attached hereto as **Exhibit 2.1.**

8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

9. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.

10. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[signature page follows]*

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

CONTRACTOR

NATHANIEL UCHTMANN, M.D. an individual

DocuSigned by:  
  
F8289D84D2494B3...

Date: 7/22/2022 | 4:14 PM CDT

NATIVIDAD MEDICAL CENTER

\_\_\_\_\_  
Deputy Purchasing Agent

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

APPROVED AS TO LEGAL PROVISIONS:

DocuSigned by:  
  
C0ECE1B00E444A0...  
Stacy Saetta, Deputy County Counsel

Date: 8/15/2022 | 2:50 PM PDT

APPROVED AS TO FISCAL PROVISIONS:

DocuSigned by:  
  
D3834BFEC1D8449...  
Deputy Auditor/Controller

Date: 8/15/2022 | 3:03 PM PDT

**Exhibit 1.1**

**PROFESSIONAL SERVICES**

Contractor shall:

1. Provide consultation on patients in the Department, Program, and patients who are admitted to other service lines as requested by physicians and other members of the Medical Staff;
2. Attend Code Blue and Rapid Responses as per current Hospital policies;
3. Manage the care of patients hospitalized with complex acute health problems and facilitate the continuum of care for Patients from admission through discharge, including facilitating the Patient's transfer of care back to the primary care provider;
4. Serve as the primary attending physician of record, including without limitation, writing admission orders, progress notes and discharge summaries; performing history and physicals, consultations, diagnostic and therapeutic procedures; ordering and interpreting diagnostic tests; and creating and recommending treatment plans;
5. Provide medical care and treatment in the Specialty to Patients as needed, in compliance with all applicable rules, regulations and Program guidelines;
6. Prepare appropriate and timely patient medical records accurately detailing care and treatment services rendered;
7. Utilize interpersonal and communication skills to effectively exchange information with patients, families, colleagues, nursing and other health care professionals;
8. Provide supervision and guidance to those working in the Department, ICUs, the Hospital's inpatient units, and the Program;
9. Participate in the monitoring and evaluation process of the Department's and Program's Quality Assessment and Improvement Plan;
10. Perform routine administrative duties ancillary to provision of patient services such as referrals, medication refills, dictation, resolution of billing issues, and completion of forms and reports;
11. Participate in staff meetings;
12. Perform functions assigned by the Department's Medical Director, including patient care reviews and evaluation of patient care practice;
13. Utilize Hospital's telecommunication system; and
14. Arrange for treatment for Patients requiring professional services outside of the Specialty.



## **Exhibit 2.1**

### **COMPENSATION**

1. **Pediatric Hospitalist Services.** Hospital shall pay to Contractor the amount of One Hundred Five Dollars (\$105) per hour for those Professional Services rendered to pediatric Patients by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Internal Medicine Hospitalist Services.** Hospital shall pay to Contractor the amount of One Hundred Seventy Dollars (\$170) per hour for those Professional Services rendered non-pediatric Patients by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

3. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents (\$7.61) per Shift worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. This rate represents the then-current rate and is subject to change. For purposes of this Agreement, a "**Shift**" shall mean twenty-four (24) hours a day.

4. **Timing.** Hospital shall pay the compensation due for Professional Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Professional Services were performed, Hospital shall not be obligated to pay Contractor for Professional Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of April 1, 2022 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and NATHANIEL UCHTMANN, M.D., an individual (“**Contractor**”) with respect to the following:

**RECITALS**

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Services Agreement dated effective as of July 1, 2019, and as amended effective July 1, 2021 (collectively, the “**Agreement**”) pursuant to which Contractor provides Specialty services to Patients.
- C. Hospital and Contractor desire to modify compensation rates in Exhibit 2.1 of the Agreement, as set forth below.

**AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. **Defined Terms**. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. **Exhibit 2.1**. Exhibit 2.1 to the Agreement shall be deleted and replaced in its entirety and attached hereto as **Exhibit 2.1**.
- 3. **Counterparts**. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4. **Continuing Effect of Agreement**. Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
- 5. **Reference**. After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[signature page follows]*

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

**CONTRACTOR**

NATHANIEL UCHTMANN, M.D. an individual

DocuSigned by:  
  
F8289D84D2494B3...

2/14/2022 | 7:19 PM CST

Date: \_\_\_\_\_, 20\_\_

**NATIVIDAD MEDICAL CENTER**

DocuSigned by:  
  
74C982FC3E1443C...  
Deputy Purchasing Agent

2/25/2022 | 3:43 PM PST

Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO LEGAL PROVISIONS:**

DocuSigned by:  
  
C0ECE1B99F444A9...  
Stacy Saetta, Deputy County Counsel

2/15/2022 | 10:09 AM PST

Date: \_\_\_\_\_, 20\_\_

**APPROVED AS TO FISCAL PROVISIONS:**

DocuSigned by:  
  
F60C442ED05B437...  
Deputy Auditor/Controller

2/24/2022 | 3:57 PM PST

Date: \_\_\_\_\_, 20\_\_

**Exhibit 2.1**

**COMPENSATION**

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Five Dollars (\$105) per hour for those Professional Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Seven Dollars and Sixty-One Cents (\$7.61) per Shift worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor. For purposes of this Agreement, a "**Shift**" shall mean twenty-four (24) hours a day.

3. **Timing.** Hospital shall pay the compensation due for Professional Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Professional Services were performed, Hospital shall not be obligated to pay Contractor for Professional Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

**PROFESSIONAL SERVICES AGREEMENT**  
**by and between**  
**NATIVIDAD MEDICAL CENTER (“Hospital”)**  
**and**  
**NATHANIEL UCHTMANN, M.D. (“Contractor”)**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of July 1, 2019, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and NATHANIEL UCHTMANN, M.D., an individual (“**Contractor**”). County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

### RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the “**State**”). Contractor is board certified for the practice of medicine in the specialty of pediatrics (the “**Specialty**”).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital’s operating room (collectively, the “**Patients**”), without regard to any consideration other than medical condition.

### AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I. CONTRACTOR’S OBLIGATIONS

**1.1 Professional Services.** Contractor shall provide the professional services (the “**Professional Services**”) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

**1.2 Teaching Services.** Contractor shall provide to Hospital those teaching services set forth in Exhibit 1.2 (collectively, the “**Teaching Services**”). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

**1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in Exhibit 1.3 (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services.**”

**1.4 Personal Services.** This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

**1.5 Time Commitment.** Contractor shall allocate time among the Professional Services, Teaching Services and Additional Services as reasonably requested by Hospital from time to time.

**1.6 Availability.** Contractor shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor's schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services. Contractor shall be available to provide coverage services along with other panel members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays, in accordance with the schedule developed by the Chief Pediatric Hospitalist designated by Hospital, as needed.

**1.7 Absences.** If Contractor is unable or reasonably expected to be unable to provide the Services for any reason for a period of greater than thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. If the length of Contractor's absence is anticipated to be or actually is longer than sixty (60) calendar days, the person who provides the Services in Contractor's absence shall execute a written acknowledgment in form and substance acceptable to Hospital agreeing to be bound by all terms of this Agreement. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor's absence, and any unapproved absence shall constitute a breach of this Agreement.

**1.8 Time Reports.** Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.8**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

**1.9 Medical Staff.** Contractor shall be a member in good standing and active on the Hospital's Medical Staff and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

**1.10 Professional Qualifications.** Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (“DEA”) registration.

**1.11 Review of Office of the Inspector General (“OIG”) Medicare Compliance Bulletins.** The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor’s performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

**1.12 Performance Standards.** Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the “Hospital Rules”), and all protocols applicable to the Services or the Hospital (the “Protocols”).

**1.13 Code of Conduct.** Contractor hereby acknowledges receipt of Hospital’s Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the “Code”), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor’s business dealings with Hospital and Contractor’s performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor’s business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

**1.14 Continuing Medical Education.** Contractor shall participate in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

**1.15 Use of Space.** Contractor shall use Hospital’s premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital’s prior written consent.

**1.16 Notification of Certain Events.** Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the “Federal Health Care Programs”) or state equivalent, any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor’s medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

- (c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;
- (d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
- (e) Contractor becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
- (f) Contractor voluntarily or involuntarily retires from the practice of medicine;
- (g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
- (h) Contractor is charged with or convicted of a criminal offense;
- (i) any act of nature or any other event occurs which has a material adverse effect on Contractor's ability to provide the Services; or
- (j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

**1.17 Representations and Warranties by Contractor.** Contractor represents and warrants that: (a) Contractor's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

**1.18 Nondiscrimination.** Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

**1.19 Non-Exclusive Services.** The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

**1.20 Compliance with Grant Terms.** If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

**1.21 Medical Records and Claims.**

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

**1.22 Records Available to Contractor.** Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

**ARTICLE II.  
COMPENSATION**

**2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with Exhibit 2.1 (the "**Compensation**"), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of One Hundred Thousand Dollars (\$100,000).

**2.2 Billing and Collection.** Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor under this Agreement (the “NMC Services”). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor for NMC Services rendered by Contractor pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability.** Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties’ respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys’ fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

### **2.3 Third Party Payor Arrangements.**

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

- (i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital, with any third party payor or intermediate organization (including any independent practice association) (each, a "**Managed Care Organization**") designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;
- (ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;
- (iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or
- (iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

## **ARTICLE III. INSURANCE AND INDEMNITY**

**3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

**3.3 Insurance Coverage Requirements.** Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance,** covering Contractor with coverage of not less than One-Million Dollars (\$1,000,000) per physician per occurrence and Three-Million Dollars (\$3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor shall either continue such coverage or obtain extended reporting coverage ("**Tail Coverage**"), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(c) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

Exemption/Modification (Justification attached; subject to approval).

**3.4 Other Insurance Requirements.** All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. 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 Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) 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 Hospital, at its sole discretion, to terminate the Agreement immediately.

### **3.5 Right to Offset Insurance Costs.**

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

### **3.6 Indemnification.**

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

**3.7 Indemnification for Timely Payment of Tax Contributions.** It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

**3.8 Hospital Services.** Hospital shall retain professional and administrative responsibility for the operation of the Hospital, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

**3.9 Survival of Obligations.** The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

#### **ARTICLE IV. RELATIONSHIP BETWEEN THE PARTIES**

##### **4.1 Independent Contractor.**

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service ("IRS") or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

**4.2 Limitation on Control.** Hospital shall neither have nor exercise any control or direction over Contractor's professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

**4.3 Practice of Medicine.** Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

**4.4 No Benefit Contributions.** Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

**4.5 Referrals.** Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

**4.6 Form 1099 or W-2.** If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

**4.7 Contractor Compensation Arrangements.** Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

#### 4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an “**Action**”) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital’s compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

**4.9 Contractor’s Performance.** County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital’s Medical Director/Chief Medical Officer and from other professionals within Hospital.

**4.10 Right of Inspection.** Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

**4.11 Access to and Audit of Records.** Hospital 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 Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

**ARTICLE V.  
TERM AND TERMINATION**

**5.1 Term.** This Agreement shall become effective on July 1, 2019 (the “**Effective Date**”), and shall continue until June 30, 2021 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.

**5.2 Termination by Hospital.** Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

- (a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;
- (b) death or permanent disability of Contractor;
- (c) Contractor’s voluntary retirement from the practice of medicine;
- (d) neglect of professional duty by Contractor in a manner that violates Hospital’s policies, rules or regulations;
- (e) 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;
- (f) Contractor’s clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
- (g) Contractor’s license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
- (h) Contractor for any reason is not a member in good standing in the “active staff” category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor’s performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;
- (i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her 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 of any jurisdiction;

(o) 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 prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

**5.3 Termination by Contractor.** Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

**5.4 Termination or Modification in the Event of Government Action.**

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, “**Government Action**” shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

- (i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;
- (ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;
- (iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;
- (iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;
- (v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;
- (vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or
- (vii) jeopardize Hospital’s full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, “**Affiliate**” shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

**5.5 Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

**5.6 Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(c) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(d) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

**5.7 Return of Property.** Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

**5.8 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.

## **ARTICLE VI. GENERAL PROVISIONS**

**6.1 Amendment.** This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

**6.2 Assignment.** Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

**6.3 Compliance with HIPAA.** Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, “**HIPAA**,” the obligations collectively referred to herein as “**HIPAA Obligations**”), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

**6.4 Compliance with Laws and Accreditation.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, “**Laws**”) applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital. Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws. Contractor shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

**6.5 Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor’s books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor’s failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

**6.6 Confidential Information.**

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. “**Trade Secrets**” includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. “**Confidential Information**” includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of

example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

**6.7 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**6.8 Disclosure of Interests.** Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

**6.9 Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.
- (ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the “Panel”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.
- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

- (viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

**6.10 Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

**6.11 Exhibits.** The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

**6.12 Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

**6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State.

**6.14 Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**6.15 Litigation Consultation.** Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

**6.16 Master List.** The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

**6.17 Meaning of Certain Words.** Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

**6.18 No Conflicting Obligations.** Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

**6.19 No Third Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

**6.20 Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER  
1441 Constitution Blvd., Bldg. 300  
Salinas, California 93906  
Attention: \* Deputy Purchasing Agent

If to Contractor, addressed to:

NATHANIEL UCHTMANN, M.D.  
47 Boronda Road  
Carmel Valley, CA 9924

**6.21 Participation in Federal Health Care Programs.** Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

**6.22 Representations.** Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

**6.23 Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

**6.24 Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

**6.25 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

*[signature page follows]*

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

**CONTRACTOR**

NATHANIEL UCHTMANN, M.D., an individual

  
\_\_\_\_\_

Date: June 18, 2019

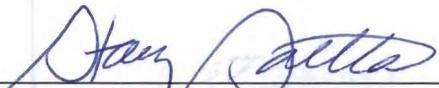
**NATIVIDAD MEDICAL CENTER**

  
\_\_\_\_\_

Deputy Purchasing Agent

Date: 7/1, 2019

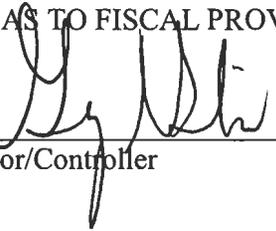
**APPROVED AS TO LEGAL PROVISIONS:**

  
\_\_\_\_\_

Stacy Saetta, Deputy County Counsel

Date: 6/28 2019

**APPROVED AS TO FISCAL PROVISIONS:**

  
\_\_\_\_\_

Deputy Auditor/Controller

Date: 6-28, 2019

**Exhibit 1.2**

**TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. supervise patient care in a constructive and supportive way;
2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;
3. create a professional role model; and
4. evaluate resident performance in a meaningful, objective fashion.

**Exhibit 1.3**

**ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;
2. participate in utilization review programs, as reasonably requested by Hospital;
3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;
4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;
5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;
6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;
7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital conducted by governmental agencies or accrediting organizations;
8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;
9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and
10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

**Exhibit 1.8**

**CONTRACTOR'S MONTHLY TIME REPORT**

**(See attached.)**



Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.  
 Directions and examples are located on back of timesheet.

Date	Direct Patient Care Services	Hospital Administrations and Teaching Services							Other Admin			Non-Billable Activities			TOTAL HOURS			
		0001	0002	0003	0004	0005	0006	0007	0008	0009	0010		0011	0012				
	Sched. In House Care (P/R)	In House On-Call (P/R)	Off-Site Call (P/R)	Supervision & Training of Nurses & Technicians, etc.	Utilization Review and Other Committee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Health Professionals	Other Administrative (Specify)	CME (P/R)	Conferences and Training (P/R)	Non-Productive Hrs	Field Time Off (Back/Vacation) (P/R)	Holiday (P/R)	Recruitment	Other Non-Billable Activities (Specify)	
1 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
2 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
3 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
4 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
5 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
6 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
7 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
8 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
9 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
10 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
11 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
12 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
13 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	
14 Date:	A Hospital & NMC Clinic Time																	
	B. Non-Hosp & Non-NMC Clinic Time																	

**SIGN IN BLUE INK**

I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

**SIGN IN BLUE INK**

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

REV. 4/28/2011

**Exhibit 1.13****MEDICAL STAFF POLICY**

<b>Title:</b> Practitioner Code of Conduct	<b>Effective:</b> 05/09 <b>Reviewed/Revised:</b> 08/11
<b>Standard:</b> MSP004-2	<b>Approved:</b> MEC 08/11 BOT 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

**POLICY**

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.
2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Contribute to the overall educational mission of NMC.
6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

### **EXAMPLES OF PROFESSIONAL BEHAVIOR**

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.
6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.
8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

### **EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR**

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.
2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.
8. Harassment
  - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
    1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
    2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
    3. Otherwise adversely affects an individual's employment opportunity.
  - b. Harassing conduct includes, but is not limited to:
    1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
    2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of NMC staff in front of patients, families, or other staff.

#### **PROCEDURE**

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

**Exhibit 2.1**

**COMPENSATION**

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Dollars (\$100) per hour for those Professional Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Six Dollars and Fifty Four Cents (\$6.54) per 24-hour shift worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor.

3. **Timing.** Hospital shall pay the compensation due for Professional Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Professional Services were performed, Hospital shall not be obligated to pay Contractor for Professional Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

**Exhibit 6.3****BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective July 1, 2019 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Nathaniel Uchtmann, M.D. (“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;

(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;

(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.

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.

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:

Nathaniel Uchtmann, M.D.  
47 Boronda Road  
Carmel Valley, CA 9924

Phone: 518 443 8463

Fax: \_\_\_\_\_

If to Covered Entity, to:

NATIVIDAD MEDICAL CENTER  
1441 Constitution Blvd., Bldg. 300  
Salinas, CA 93906  
Attn: Compliance Officer  
Phone: 831.755.4111  
Fax:

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.

**NATHANIEL UCHTMANN, M.D.**

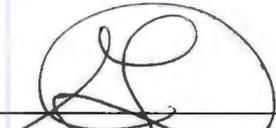
By:  \_\_\_\_\_

Print Name: Nathaniel Uchtmann

Print Title: M.D.

Date: 6/18/19

**COUNTY OF MONTEREY, ON BEHALF OF  
NATIVIDAD MEDICAL CENTER**

By:  \_\_\_\_\_

Print Name: Gary Geary

Print Title: CEO

Date: 7/1/19

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2021 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and NATHANIEL UCHTMANN, M.D., an individual (“**Contractor**”) with respect to the following:

**RECITALS**

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Services Agreement dated July 1, 2019 (the “**Agreement**”) pursuant to which Contractor provides the practice of medicine in the specialty of pediatrics.
- C. Hospital and Contractor desire to amend the Agreement to extend the term for an additional two (2) year period through June 30, 2023.

**AGREEMENT**

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

- 1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 2. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

**“5.1 Term.** This Agreement shall become effective on July 1, 2019 (the “**Effective Date**”), and shall continue until June 30, 2023 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”
- 3. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 4. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
- 5. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[signature page follows]*

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

**CONTRACTOR**

NATHANIEL UCHTMANN, M.D. an individual

  
\_\_\_\_\_

Date: April 5, 2021

**NATIVIDAD MEDICAL CENTER**

  
\_\_\_\_\_  
Deputy Purchasing Agent

Date: 4/06, 2021

APPROVED AS TO LEGAL PROVISIONS:

  
\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: 4/6/2021, 2021

APPROVED AS TO FISCAL PROVISIONS:

  
\_\_\_\_\_  
Deputy Auditor/Controller

Date: 4-6-2021, 2021

## FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “**Amendment**”) is made and entered into as of July 1, 2021 by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and NATHANIEL UCHTMANN, M.D., an individual (“**Contractor**”) with respect to the following:

### RECITALS

- A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.
- B. Contractor and Hospital have entered into that certain Professional Services Agreement dated July 1, 2019 (the “**Agreement**”) pursuant to which Contractor provides the practice of medicine in the specialty of pediatrics.
- C. Hospital and Contractor desire to amend the Agreement to extend the term for an additional two (2) year period through June 30, 2023.

### AGREEMENT

IN CONSIDERATION of the foregoing recitals and the mutual promises and covenants contained herein, Hospital and Contractor agree as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. **Section 5.1.** Section 5.1 to the Agreement is hereby amended and restated to read in its entirety as follows:

**“5.1 Term.** This Agreement shall become effective on July 1, 2019 (the “**Effective Date**”), and shall continue until June 30, 2023 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.”
3. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
4. **Continuing Effect of Agreement.** Except as herein provided, all of the terms and conditions of the Agreement remain in full force and effect from the Effective Date of the Agreement.
5. **Reference.** After the date of this Amendment, any reference to the Agreement shall mean the Agreement as amended by this Amendment.

*[signature page follows]*

IN WITNESS WHEREOF, Hospital and Contractor have executed this Amendment as of the day and year first written above.

**CONTRACTOR**

NATHANIEL UCHTMANN, M.D. an individual

  
\_\_\_\_\_

Date: April 5, 2021

**NATIVIDAD MEDICAL CENTER**

  
\_\_\_\_\_  
Deputy Purchasing Agent

Date: 4/06, 2021

APPROVED AS TO LEGAL PROVISIONS:

  
\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Date: 4/6/2021, 20  

APPROVED AS TO FISCAL PROVISIONS:

  
\_\_\_\_\_  
Deputy Auditor/Controller

Date: 4-6-2021, 20

**PROFESSIONAL SERVICES AGREEMENT**  
**by and between**  
**NATIVIDAD MEDICAL CENTER (“Hospital”)**  
**and**  
**NATHANIEL UCHTMANN, M.D. (“Contractor”)**

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is entered into as of July 1, 2019, by and between COUNTY OF MONTEREY (“**County**”) on behalf of NATIVIDAD MEDICAL CENTER (“**Hospital**”), and NATHANIEL UCHTMANN, M.D., an individual (“**Contractor**”). County, Hospital and Contractor are sometimes referred to in this Agreement as a “**Party**” or, collectively, as the “**Parties.**”

### RECITALS

A. County owns and operates Hospital, a general acute care teaching hospital facility located in Salinas, California under its acute care license.

B. Contractor is duly licensed to practice medicine in the State of California (the “**State**”). Contractor is board certified for the practice of medicine in the specialty of pediatrics (the “**Specialty**”).

C. Hospital must arrange for the provision of professional consultation and treatment of patients who are admitted as Hospital inpatients in need of medical care or treatment in the Specialty, including inpatient and outpatient procedures performed in Hospital’s operating room (collectively, the “**Patients**”), without regard to any consideration other than medical condition.

### AGREEMENT

THE PARTIES AGREE AS FOLLOWS:

#### ARTICLE I. CONTRACTOR’S OBLIGATIONS

**1.1 Professional Services.** Contractor shall provide the professional services (the “**Professional Services**”) to Patients, upon the terms and subject to the conditions set forth in this Agreement.

**1.2 Teaching Services.** Contractor shall provide to Hospital those teaching services set forth in Exhibit 1.2 (collectively, the “**Teaching Services**”). Contractor shall not be separately compensated for the provision of Teaching Services under this Agreement.

**1.3 Additional Services.** Contractor shall provide to Hospital those additional services set forth in Exhibit 1.3 (the “**Additional Services**”), upon the terms and subject to the conditions set forth in this Agreement. The Professional Services, Teaching Services and Additional Services are sometimes referred to collectively in this Agreement as the “**Services.**”

**1.4 Personal Services.** This Agreement is entered into by Hospital in reliance on the professional skills of Contractor. Contractor shall be solely responsible for performing the Services and otherwise fulfilling the terms of this Agreement, except as specifically set forth in this Agreement.

**1.5 Time Commitment.** Contractor shall allocate time among the Professional Services, Teaching Services and Additional Services as reasonably requested by Hospital from time to time.

**1.6 Availability.** Contractor shall be available to provide the Services on a twenty-four (24) hour per day, seven (7) day per week basis. On or before the first (1st) day of each month, Contractor shall inform Hospital of Contractor's schedule of availability to perform the Services during the following month. Contractor shall use his or her best efforts to adjust such schedule of availability if reasonably requested by Hospital in order to meet Hospital's needs for the Services. Contractor shall be available to provide coverage services along with other panel members in a manner that is sufficient to ensure Specialty coverage for the Hospital twenty-four (24) hours per day, seven (7) days per week, including all holidays, in accordance with the schedule developed by the Chief Pediatric Hospitalist designated by Hospital, as needed.

**1.7 Absences.** If Contractor is unable or reasonably expected to be unable to provide the Services for any reason for a period of greater than thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period, Contractor shall designate a qualified replacement to provide the Services on behalf of Contractor, subject to the prior written approval of Hospital. Contractor shall ensure that any such designated replacement meets any and all obligations and requirements of Contractor under this Agreement. If the length of Contractor's absence is anticipated to be or actually is longer than sixty (60) calendar days, the person who provides the Services in Contractor's absence shall execute a written acknowledgment in form and substance acceptable to Hospital agreeing to be bound by all terms of this Agreement. Except in the event of absence due to illness or disability, Hospital shall have the right to approve the length of Contractor's absence, and any unapproved absence shall constitute a breach of this Agreement.

**1.8 Time Reports.** Contractor shall maintain and submit to Hospital monthly time sheets that provide a true and accurate accounting of time spent on a daily basis providing the Services. Such time sheets shall be on the then-current form provided by Hospital attached hereto as **Exhibit 1.8**. Contractor shall submit all such time sheets to Hospital no later than the tenth (10th) day of each month for Services provided by Contractor during the immediately preceding month.

**1.9 Medical Staff.** Contractor shall be a member in good standing and active on the Hospital's Medical Staff and have and maintain all clinical privileges at Hospital necessary for the performance of Contractor's obligations under this Agreement. If, as of the Effective Date (as defined in Section 5.1), Contractor is not a member in good standing or active on the Medical Staff or does not hold all clinical privileges at Hospital necessary for the performance of Contractor's obligations hereunder, Contractor shall have a reasonable amount of time, which in no event shall exceed sixty (60) calendar days from the Effective Date, to obtain such membership and/or clinical privileges; provided, however, that Hospital may immediately terminate this Agreement if Hospital determines that Contractor is not diligently pursuing such membership and/or clinical privileges in accordance with the normal procedures set forth in the Medical Staff bylaws. Contractor may obtain and maintain medical staff privileges at any other hospital or health care facility at Contractor's sole expense.

**1.10 Professional Qualifications.** Contractor shall have and maintain an unrestricted license to practice medicine in the State. Contractor shall be board certified in the Specialty by the applicable medical specialty board approved by the American Board of Medical Specialties. Contractor shall have and maintain a valid and unrestricted United States Drug Enforcement Administration (“DEA”) registration.

**1.11 Review of Office of the Inspector General (“OIG”) Medicare Compliance Bulletins.** The OIG from time to time issues Medicare compliance alert bulletins. To the extent applicable to Contractor’s performance under this Agreement, Contractor shall undertake to review, be familiar with and comply with all applicable requirements of such OIG compliance bulletins.

**1.12 Performance Standards.** Contractor shall comply with all bylaws, Medical Staff policies, rules and regulations of Hospital and the Medical Staff (collectively, the “Hospital Rules”), and all protocols applicable to the Services or the Hospital (the “Protocols”).

**1.13 Code of Conduct.** Contractor hereby acknowledges receipt of Hospital’s Code of Conduct which is attached to this Agreement as **Exhibit 1.13** (the “Code”), and agrees that Contractor has been given ample opportunity to read, review and understand the Code. With respect to Contractor’s business dealings with Hospital and Contractor’s performance of the Services described in this Agreement, Contractor shall not act in any manner which conflicts with or violates the Code, and shall not cause another person to act in any manner which conflicts with or violates the Code. Contractor shall comply with the Code as it relates to Contractor’s business relationship with Hospital or any Affiliate, subsidiaries, employees, agents, servants, officers, directors, contractors and suppliers of every kind.

**1.14 Continuing Medical Education.** Contractor shall participate in continuing medical education as necessary to maintain licensure, professional competence and skills commensurate with the standards of the medical community and as otherwise required by the medical profession.

**1.15 Use of Space.** Contractor shall use Hospital’s premises and space solely and exclusively for the provision of the Services, except in an emergency or with Hospital’s prior written consent.

**1.16 Notification of Certain Events.** Contractor shall notify Hospital in writing within twenty-four (24) hours after the occurrence of any one or more of the following events:

(a) Contractor becomes the subject of, or materially involved in, any investigation, proceeding, or disciplinary action by: Medicare and Medicaid programs or any other Federal health care program, as defined at 42 U.S.C. Section 1320a-7b(f) (collectively, the “Federal Health Care Programs”) or state equivalent, any state’s medical board, any agency responsible for professional licensing, standards or behavior, or any medical staff;

(b) Contractor’s medical staff membership or clinical privileges at any hospital are denied, suspended, restricted, revoked or voluntarily relinquished, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;

- (c) Contractor becomes the subject of any suit, action or other legal proceeding arising out of Contractor's professional services;
- (d) Contractor is required to pay damages or any other amount in any malpractice action by way of judgment or settlement;
- (e) Contractor becomes the subject of any disciplinary proceeding or action before any state's medical board or similar agency responsible for professional standards or behavior;
- (f) Contractor voluntarily or involuntarily retires from the practice of medicine;
- (g) Contractor's license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
- (h) Contractor is charged with or convicted of a criminal offense;
- (i) any act of nature or any other event occurs which has a material adverse effect on Contractor's ability to provide the Services; or
- (j) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program or state equivalent.

**1.17 Representations and Warranties by Contractor.** Contractor represents and warrants that: (a) Contractor's license to practice medicine in any state has never been suspended, revoked or restricted; (b) Contractor has never been reprimanded, sanctioned or disciplined by any licensing board or medical specialty board; (c) Contractor has never been excluded or suspended from participation in, or sanctioned by, any Federal Health Care Program; (d) Contractor has never been denied membership and/or reappointment to the medical staff of any hospital or health care facility; (e) Contractor's medical staff membership or clinical privileges at any hospital or health care facility have never been suspended, limited or revoked for a medical disciplinary cause or reason; and (f) Contractor has never been charged with or convicted of a felony, a misdemeanor involving fraud, dishonesty, controlled substances, or moral turpitude, or any crime relevant to the provision of medical services or the practice of medicine.

**1.18 Nondiscrimination.** Contractor shall not differentiate or discriminate in performing the Services on the basis of race, religion, creed, color, national origin, ancestry, sex, physical disability, mental disability, medical condition, marital status, age, sexual orientation or payor, or on any other basis prohibited by applicable law.

**1.19 Non-Exclusive Services.** The Services provided by Contractor hereunder are intended to be non-exclusive. Notwithstanding the above, during the term of this Agreement, Contractor shall undertake to retain the service capacity necessary to provide those Services described in this Agreement, to the extent necessary to serve the reasonably foreseeable patient needs for medical care at Hospital and the administrative services hereunder.

**1.20 Compliance with Grant Terms.** If this Agreement has been or will be funded with monies received by Hospital or County pursuant to a contract with the state or federal government or private entity in which Hospital or County is the grantee, Contractor shall 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, Hospital shall deliver a copy of said contract to Contractor at no cost to Contractor.

**1.21 Medical Records and Claims.**

(a) Contractor shall prepare complete, timely, accurate and legible medical and other records with respect to the services and treatment furnished to patients, in accordance with the Hospital Rules, federal and state laws and regulations, and standards and recommendations of such nationally recognized accrediting organization as Hospital designates from time to time. All such information and records relating to any patient shall be: (i) prepared on forms developed, provided or approved by Hospital; (ii) the sole property of Hospital; and (iii) maintained at Hospital in accordance with the terms of this Agreement and for so long as is required by applicable laws and regulations.

(b) Contractor shall maintain and upon request provide to patients, Hospital, and state and federal agencies, all financial books and records and medical records and charts as may be necessary for Contractor and/or Hospital to comply with applicable state, federal, and local laws and regulations and with contracts between Hospital and third party payors. Contractor shall cooperate with Hospital in completing such claim forms for patients as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors. Contractor shall retain all such records and information for at least ten (10) years following the expiration or termination of this Agreement. This Section 1.21(b) shall survive the expiration or termination of this Agreement.

**1.22 Records Available to Contractor.** Both during and after the term of this Agreement, Hospital shall permit Contractor and Contractor's agents to inspect and/or duplicate, at Contractor's sole cost and expense, any medical chart and record to the extent necessary to meet Contractor's professional responsibilities to patients, to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent, and/or to fulfill requirements pursuant to provider contracts to provide patient information; provided, however, such inspection or duplication is permitted and conducted in accordance with applicable legal requirements and pursuant to commonly accepted standards of patient confidentiality. Contractor shall be solely responsible for maintaining patient confidentiality with respect to any information which Contractor obtains pursuant to this Section.

**ARTICLE II.  
COMPENSATION**

**2.1 Compensation.** Hospital shall pay to Contractor the amount determined in accordance with Exhibit 2.1 (the "**Compensation**"), upon the terms and conditions set forth therein. The total amount payable by Hospital to Contractor under this Agreement shall not exceed the sum of One Hundred Thousand Dollars (\$100,000).

**2.2 Billing and Collection.** Hospital shall have the sole and exclusive right to bill and collect for any and all Professional Services rendered to Patients by Contractor under this Agreement (the “NMC Services”). Hospital shall have the sole and exclusive right, title and interest in and to accounts receivable with respect to such NMC Services.

(a) **Assignment of Claims.** Contractor hereby assigns (or reassigns, as the case may be) to Hospital all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall take such action and execute such documents (e.g., CMS Forms 855R and 855I), as may be reasonably necessary or appropriate to effectuate the assignment (or reassignment, as the case may be) to Hospital of all claims, demands and rights of Contractor for any and all NMC Services rendered by Contractor pursuant to this Agreement.

(b) **Cooperation with Billing and Collections.** Contractor shall cooperate with Hospital in the billing and collection of fees with respect to NMC Services rendered by Contractor. Without limiting the generality of the foregoing, Contractor shall cooperate with Hospital in completing such claim forms with respect to NMC Services rendered by Contractor pursuant to this Agreement as may be required by insurance carriers, health care service plans, governmental agencies, or other third party payors.

(c) **Hospital as Exclusive Source for Compensation for NMC Services.** Contractor shall seek and obtain compensation for the performance of NMC Services only from Hospital. Contractor shall not, bill, assess or charge any fee, assessment or charge of any type against any Hospital patient or any other person or entity for NMC Services rendered by Contractor pursuant to this Agreement. Contractor shall promptly deliver to Hospital any and all compensation, in whatever form, that is received by Contractor for NMC Services rendered by Contractor pursuant to this Agreement, including any amount received from any Managed Care Organization (as defined below) for NMC Services rendered by Contractor pursuant to this Agreement.

(d) **Joint and Several Liability.** Hospital and Contractor acknowledge that they will be jointly and severally liable for any Federal Health Care Program overpayments relating to claims with respect to NMC Services furnished by Contractor pursuant to this Agreement. The foregoing is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the Parties’ respective indemnification obligations under this Agreement.

(e) **Indemnification for Billing Information.** Contractor hereby agrees to indemnify County, Hospital, its officers, supervisors, trustees, employees and agents, from and against any and all liability, cost, loss, penalty or expense (including, without limitation, attorneys’ fees and court costs) incurred by Hospital resulting from negligent acts or negligent omissions of Contractor which result in inaccurate and/or improper billing information furnished by Contractor and relied on by Hospital regarding Professional Services rendered by Contractor to Patients, to the extent such liability, cost, loss, penalty or expense exceeds the amount of payment or reimbursement actually received by Hospital for such services.

### **2.3 Third Party Payor Arrangements.**

(a) Contractor shall cooperate in all reasonable respects necessary to facilitate Hospital's entry into or maintenance of any third party payor arrangements for the provision of services under Federal Health Care Programs or any other public or private health and/or hospital care programs, including insurance programs, self-funded employer health programs, health care service plans and preferred provider organizations.

(b) To enable Hospital to participate in any third party payor arrangement, Contractor shall, not more than ten (10) business days following Hospital's request:

- (i) Initiate enrollment as a provider (if required by the third party payor), separate from Hospital, with any third party payor or intermediate organization (including any independent practice association) (each, a "**Managed Care Organization**") designated by Hospital for the provision of Professional Services to Hospital patients covered by such Managed Care Organization;
- (ii) Complete any documents (e.g., CAQH Universal Provider Datasource form) as may be reasonably necessary or appropriate to effectuate enrollment;
- (iii) Enter into a written agreement with such Managed Care Organization as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization; and/or
- (iv) Enter into a written agreement with Hospital regarding global billing, capitation or other payment arrangements as may be necessary or appropriate for the provision of Professional Services to Hospital patients covered by such Managed Care Organization.

## **ARTICLE III. INSURANCE AND INDEMNITY**

**3.1 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 Hospital's Medical Staff Office, 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 Hospital has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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

**3.3 Insurance Coverage Requirements.** Without limiting Contractor's duty to indemnify, Contractor shall maintain in effect throughout the term of this Agreement, at Contractor's sole cost and expense, a policy or policies of insurance with the following minimum limits of liability:

(a) **Professional liability insurance,** covering Contractor with coverage of not less than One-Million Dollars (\$1,000,000) per physician per occurrence and Three-Million Dollars (\$3,000,000) per physician in the aggregate; or such other amount(s) of professional liability insurance as may be required by Article 2.2-1 of Hospital's Medical Staff Bylaws from time to time, to cover liability for malpractice and/or errors or omissions made in the course of rendering services under this Agreement. If any professional liability insurance covering Contractor is procured on a "Claims Made" rather than "Occurrence" basis, then Contractor shall either continue such coverage or obtain extended reporting coverage ("**Tail Coverage**"), as appropriate, upon the occurrence of any of the following: (i) termination or expiration of this Agreement; (ii) change of coverage if such change shall result in a gap in coverage; or (iii) amendment, reduction or other material change in the then existing professional liability coverage of Contractor if such amendment, reduction or other material change will result in a gap in coverage. Any Tail Coverage shall have liability limits in the amount set forth above and shall in all events continue in existence until the greater of: (a) three (3) years or (b) the longest statute of limitations for professional and general liability for acts committed has expired. All insurance required by this Agreement shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact insurance business in the State.

(b) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(c) **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 One Million Dollars (\$1,000,000) per occurrence.

Exemption/Modification (Justification attached; subject to approval).

(d) **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 One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each accident and One Million Dollars (\$1,000,000) each disease.

Exemption/Modification (Justification attached; subject to approval).

**3.4 Other Insurance Requirements.** All insurance required by this Agreement shall be with a company acceptable to Hospital and issued and executed by an admitted insurer authorized to transact insurance business in the State. 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 Hospital shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

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

Prior to the execution of this Agreement by Hospital, Contractor shall file certificates of insurance with Hospital's Medical Staff 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 Hospital, annual certificates to Hospital's Medical Staff Office. If the certificate is not received by the expiration date, Hospital shall notify Contractor and Contractor shall have five (5) 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 Hospital, at its sole discretion, to terminate the Agreement immediately.

### **3.5 Right to Offset Insurance Costs.**

(a) In the event that Contractor does not purchase or otherwise have the liability insurance set forth in this Section at any time during the term of this Agreement, and without limiting any rights or remedies of County, County may at its option and within its sole discretion provide the liability insurance required by this Section and continue to pay the premiums therefor. If Contractor does not promptly reimburse all such amounts, then County shall have the right to withhold and offset the compensation due to Contractor under this Agreement, in addition to such other rights or privileges as County may have at law or in equity.

(b) The County's option to provide such insurance and to offset the compensation otherwise due to the Contractor shall also apply to the "Tail Coverage" referenced in Section 3.3, including for general liability if during the term of the Agreement such coverage has been written on a claims made basis, which is required to remain effective after the expiration or termination of this Agreement for any reason.

### **3.6 Indemnification.**

(a) **Indemnification by Contractor.** Contractor shall indemnify, defend, and hold harmless 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 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 acts or omissions and the acts or omissions of Contractor's officers, employees, agents and subcontractors.

(b) **Indemnification by County.** County agrees to defend, indemnify, and hold harmless Contractor, to the extent permitted by applicable law, from and against any and all claims and losses whatsoever accruing or resulting to any person, firm or corporation for damages, injury or death arising out of or connected with any negligent act or omission or willful misconduct of County or any of its agents or employees.

**3.7 Indemnification for Timely Payment of Tax Contributions.** It is expressly agreed by the Parties hereto that no work, act, commission or omission of Contractor shall be construed to make or render Contractor the agent, employee or servant of County. Contractor agrees to indemnify, defend and hold harmless County and Hospital from and against any and all liability, loss, costs or obligations (including, without limitation, interest, penalties and attorney's fees in defending against the same) against County or Hospital based upon any claim that Contractor has failed to make proper and timely payment of any required tax contributions for itself, its employees, or its purported agents or independent contractors.

**3.8 Hospital Services.** Hospital shall retain professional and administrative responsibility for the operation of the Hospital, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Contractor under this Agreement, including, without limitation, the obligations under the insurance and indemnification provisions set forth in this Article III.

**3.9 Survival of Obligations.** The Parties' obligations under this Article III shall survive the expiration or termination of this Agreement for any reason.

#### **ARTICLE IV. RELATIONSHIP BETWEEN THE PARTIES**

**4.1 Independent Contractor.**

(a) Contractor is and shall at all times be an independent contractor with respect to Hospital in the performance of Contractor's obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, partnership, lease or landlord/tenant relationship between Hospital and Contractor. Contractor shall not hold himself or herself out as an officer, agent or employee of Hospital, and shall not incur any contractual or financial obligation on behalf of Hospital without Hospital's prior written consent.

(b) If the Internal Revenue Service ("IRS") or any other governmental agency should inquire about, question or challenge the independent contractor status of Contractor with respect to County, the Parties hereto mutually agree that: (i) each shall inform the other Party hereto of such inquiry or challenge; and (ii) County and Contractor shall each have the right to participate in any discussion or negotiation occurring with the taxing agency, regardless of who initiated such discussions or negotiations. In the event the taxing agency concludes that an independent contractor relationship does not exist, County may terminate this Agreement effective immediately upon written notice. In the event of such termination, the Parties remain free to negotiate an employer/employee contract.

**4.2 Limitation on Control.** Hospital shall neither have nor exercise any control or direction over Contractor's professional medical judgment or the methods by which Contractor performs professional medical services; provided, however, that Contractor shall be subject to and shall at all times comply with the Protocols and the bylaws, guidelines, policies and rules applicable to other members of the Medical Staff.

**4.3 Practice of Medicine.** Contractor and Hospital acknowledge that Hospital is neither authorized nor qualified to engage in any activity which may be construed or deemed to constitute the practice of medicine. To the extent that any act or service required of, or reserved to, Hospital in this Agreement is construed or deemed to constitute the practice of medicine, the performance of such act or service by Hospital shall be deemed waived or unenforceable, unless this Agreement can be amended to comply with the law, in which case the Parties shall make such amendment.

**4.4 No Benefit Contributions.** Hospital shall have no obligation under this Agreement to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor. Notwithstanding the foregoing, if Hospital determines or is advised that it is required by law to compensate or pay applicable taxes for, or provide employee benefits of any kind (including contributions to government mandated, employment-related insurance and similar programs) to, or on behalf of, Contractor or any other person employed or retained by Contractor, Contractor shall reimburse Hospital for any such expenditure within thirty (30) calendar days after being notified of such expenditure.

**4.5 Referrals.** Contractor shall be entitled to refer patients to any hospital or other health care facility or provider deemed by Contractor best qualified to deliver medical services to any particular patient; provided, however, that Contractor shall not refer any Hospital patient to any provider of health care services which Contractor knows or should have known is excluded or suspended from participation in, or sanctioned by, any state or Federal Health Care Program. Nothing in this Agreement or in any other written or oral agreement between Hospital and Contractor, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patients or business to Hospital or any Affiliate. In the event that any governmental agency, any court or any other judicial body of competent jurisdiction, as applicable, issues an opinion, ruling or decision that any payment, fee or consideration provided for hereunder is made or given in return for patient referrals, either Party may at its option terminate this Agreement with three (3) days' notice to the other Party. Contractor's rights under this Agreement shall not be dependent in any way on the referral of patients or business to Hospital or any Affiliate by Contractor or any person employed or retained by Contractor.

**4.6 Form 1099 or W-2.** If required to do so under applicable law, Hospital shall issue an Internal Revenue Service Form 1099 or Form W-2 to Contractor.

**4.7 Contractor Compensation Arrangements.** Contractor represents and warrants to Hospital that the compensation paid or to be paid by Contractor to any physician is and will at all times be fair market value for services and items actually provided by such physician, not taking into account the value or volume of referrals or other business generated by such physician for Hospital or any Affiliate. Contractor further represents and warrants to Hospital that Contractor has and will at all times maintain a written agreement with each physician receiving compensation from Contractor.

#### 4.8 Cooperation.

(a) The Parties recognize that, during the term of this Agreement and for an undetermined time period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the Parties and their respective employees and agents. The Parties further recognize the importance of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any applicable laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims or actions. As such, the Parties hereby agree to cooperate in good faith, using their best efforts, to address such risk management and legal issues, claims, or actions.

(b) The Parties further agree that if a controversy, dispute, claim, action or lawsuit (each, an “**Action**”) arises with a third party wherein both the Parties are included as defendants, each Party shall promptly disclose to the other Party in writing the existence and continuing status of the Action and any negotiations relating thereto. Each Party shall make every reasonable attempt to include the other Party in any settlement offer or negotiations. In the event the other Party is not included in the settlement, the settling Party shall immediately disclose to the other Party in writing the acceptance of any settlement and terms relating thereto, if allowed by the settlement agreement.

(c) Contractor shall cooperate with the individual designated by Hospital to have principal responsibility for the administration and operation of the Hospital. Such cooperation shall include supervision, selection, assignment, and evaluation of personnel; management and direction of equipment maintenance; development of budgets; and oversight of the acquisition of materials, supplies, and equipment.

(d) Contractor shall assist Hospital, as reasonably requested by Hospital, in Hospital’s compliance with applicable laws and the standards, requirements, guidelines and recommendations of any governing or advisory body having authority to set standards relating to the operation of Hospital, or any nationally recognized accrediting organization that Hospital designates from time to time.

**4.9 Contractor’s Performance.** County or Hospital, at its option and within its sole discretion, may seek evaluation of contractual performance by requesting input from Hospital’s Medical Director/Chief Medical Officer and from other professionals within Hospital.

**4.10 Right of Inspection.** Upon reasonable prior written notice, Hospital and County officials and their designees may inspect the books and records of Contractor which are necessary to determine that work performed by Contractor to patients hereunder is in accord with the requirements of this Agreement. Such inspection shall be made in a manner so as not to disrupt the operations of Hospital or Contractor.

**4.11 Access to and Audit of Records.** Hospital 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 Ten Thousand Dollars (\$10,000), the Parties may be subject, at the request of Hospital or as part of any audit of Hospital, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

**ARTICLE V.**  
**TERM AND TERMINATION**

**5.1 Term.** This Agreement shall become effective on July 1, 2019 (the “**Effective Date**”), and shall continue until June 30, 2021 (the “**Expiration Date**”), subject to the termination provisions of this Agreement.

**5.2 Termination by Hospital.** Hospital shall have the right to terminate this Agreement upon the occurrence of any one or more of the following events:

- (a) breach of this Agreement by Contractor where the breach is not cured within thirty (30) calendar days after Hospital gives written notice of the breach to Contractor;
- (b) death or permanent disability of Contractor;
- (c) Contractor’s voluntary retirement from the practice of medicine;
- (d) neglect of professional duty by Contractor in a manner that violates Hospital’s policies, rules or regulations;
- (e) 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;
- (f) Contractor’s clinical privileges or medical staff membership at any hospital are denied, suspended, terminated, restricted, revoked or relinquished for any reason, whether voluntarily or involuntarily, temporarily or permanently, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
- (g) Contractor’s license to practice medicine in the State is restricted, suspended or terminated, regardless of the availability of civil or administrative hearing rights or judicial review with respect thereto;
- (h) Contractor for any reason is not a member in good standing in the “active staff” category of the Medical Staff or does not hold all clinical privileges at Hospital necessary for Contractor’s performance of the Services or Contractor is the subject of one or more investigations, proceedings or peer review or other disciplinary actions by the Medical Staff;
- (i) Contractor is charged with or convicted of a criminal offense;

(j) Contractor's performance of this Agreement, in the sole determination of Hospital, jeopardizes the mental or physical health or well-being of patients of Hospital;

(k) Contractor is debarred, suspended, excluded or otherwise ineligible to participate in any state or Federal Health Care Program or state equivalent;

(l) Contractor acts, or causes another person to act, in a manner which conflicts with or violates the Code;

(m) breach by Contractor of any HIPAA Obligation (as defined in **Exhibit 6.3**);

(n) Contractor makes an assignment for the benefit of creditors, admits in writing the inability to pay his or her debts as they mature, applies to any court for the appointment of a trustee or receiver over his or her 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 of any jurisdiction;

(o) 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 prior to the effective date of such termination, reduction, non-renewal or cancellation;

(p) Contractor is rendered unable to comply with the terms of this Agreement for any reason; or

(q) upon a sale of all or substantially all assets comprising Hospital's acute care hospital facility, any change of control in Hospital's organization, or any change in control of its day to day operations, whether through a membership change or by management contract. Hospital shall notify Contractor in writing of such sale or change of control at least thirty (30) days prior to the closing date of any such sale or the effective date of any such change of control.

**5.3 Termination by Contractor.** Contractor shall have the right to terminate this Agreement upon breach of this Agreement by Hospital where the breach is not cured within thirty (30) calendar days after Contractor gives written notice of the breach to Hospital.

**5.4 Termination or Modification in the Event of Government Action.**

(a) If the Parties receive notice of any Government Action, the Parties shall attempt to amend this Agreement in order to comply with the Government Action.

(b) If the Parties, acting in good faith, are unable to make the amendments necessary to comply with the Government Action, or, alternatively, if either Party determines in good faith that compliance with the Government Action is impossible or infeasible, this Agreement shall terminate ten (10) calendar days after one Party notices the other of such fact.

(c) For the purposes of this Section, “**Government Action**” shall mean any legislation, regulation, rule or procedure passed, adopted or implemented by any federal, state or local government or legislative body or any private agency, or any notice of a decision, finding, interpretation or action by any governmental or private agency, court or other third party which, in the opinion of counsel to Hospital, because of the arrangement between the Parties pursuant to this Agreement, if or when implemented, would:

- (i) revoke or jeopardize the status of any health facility license granted to Hospital or any Affiliate of Hospital;
- (ii) revoke or jeopardize the federal, state or local tax-exempt status of Hospital or any Affiliate of Hospital, or their respective tax-exempt financial obligations;
- (iii) prevent Contractor from being able to access and use the facilities of Hospital or any Affiliate of Hospital;
- (iv) constitute a violation of 42 U.S.C. Section 1395nn (commonly referred to as the Stark law) if Contractor referred patients to Hospital or any Affiliate of Hospital;
- (v) prohibit Hospital or any Affiliate of Hospital from billing for services provided to patients referred to by Contractor;
- (vi) subject Hospital or Contractor, or any Affiliate of Hospital, or any of their respective employees or agents, to civil or criminal prosecution (including any excise tax penalty under Internal Revenue Code Section 4958), on the basis of their participation in executing this Agreement or performing their respective obligations under this Agreement; or
- (vii) jeopardize Hospital’s full accreditation with any accrediting organization as Hospital designates from time to time.

(d) For the purposes of this Agreement, “**Affiliate**” shall mean any entity which, directly or indirectly, controls, is controlled by or is under common control with Hospital.

**5.5 Termination without Cause.** Either Party may terminate this Agreement without cause, expense or penalty, effective sixty (60) calendar days after written notice of termination is given to the other Party.

**5.6 Effect of Termination or Expiration.** Upon any termination or expiration of this Agreement:

(a) All rights and obligations of the Parties shall cease except: (i) those rights and obligations that have accrued and remain unsatisfied prior to the termination or expiration of this Agreement; (ii) those rights and obligations which expressly survive termination or expiration of this Agreement; and (iii) Contractor's obligation to continue to provide services to Hospital patients under Contractor's care at the time of expiration or termination of this Agreement, until the patient's course of treatment is completed or the patient is transferred to the care of another physician.

(b) Contractor shall not do anything or cause any other person to do anything that interferes with Hospital's efforts to engage any other person or entity for the provision of the Services, or interfere in any way with any relationship between Hospital and any other person or entity who may be engaged to provide the Services to Hospital.

(c) Contractor shall not have any right to a "fair hearing" or any other similar rights or procedures under the Medical Staff bylaws or otherwise.

(d) This Section 5.6 shall survive the expiration or termination for any reason of this Agreement.

**5.7 Return of Property.** Upon any termination or expiration of this Agreement, Contractor shall immediately return to Hospital all of Hospital's property, including Hospital's equipment, supplies, furniture, furnishings and patient records, which is in Contractor's possession or under Contractor's control.

**5.8 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.

## **ARTICLE VI. GENERAL PROVISIONS**

**6.1 Amendment.** This Agreement may be modified or amended only by mutual written agreement of the Parties. Any such modification or amendment must be in writing, dated and signed by the Parties and attached to this Agreement.

**6.2 Assignment.** Except for assignment by Hospital to an entity owned, controlled by, or under common control with Hospital, neither Party may assign any interest or obligation under this Agreement without the other Party's prior written consent. Subject to the foregoing, this Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns.

**6.3 Compliance with HIPAA.** Contractor shall comply with the obligations under the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and all rules and regulations promulgated thereunder (collectively, “HIPAA,” the obligations collectively referred to herein as “HIPAA Obligations”), as set forth in **Exhibit 6.3**. The HIPAA Obligations shall survive the expiration or termination of this Agreement for any reason.

**6.4 Compliance with Laws and Accreditation.** Contractor shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local governments (collectively, “Laws”) applicable to Contractor, the provision of the Services, or the obligations of Contractor under this Agreement, including without limitation laws that require Contractor to disclose any economic interest or relationship with Hospital. Contractor shall perform and handle all patient transfers and reports in accordance with applicable Laws. Contractor shall take actions necessary to ensure that the Hospital is operated in accordance with: all requirements of a nationally recognized accrediting organization that Hospital designates from time to time, all applicable licensing requirements, and all other relevant requirements promulgated by any federal, state or local agency.

**6.5 Compliance with Medicare Rules.** To the extent required by law or regulation, Contractor shall make available, upon written request from Hospital, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and Contractor’s books, documents and records. Contractor shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If Contractor is requested to disclose books, documents or records pursuant to this Section for any purpose, Contractor shall notify Hospital of the nature and scope of such request, and Contractor shall make available, upon written request of Hospital, all such books, documents or records. Contractor shall indemnify and hold harmless Hospital if any amount of reimbursement is denied or disallowed because of Contractor’s failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs. This Section shall survive the expiration or termination for any reason of this Agreement.

**6.6 Confidential Information.**

(a) During the term of this Agreement, Contractor may have access to and become acquainted with Trade Secrets and Confidential Information of Hospital. “**Trade Secrets**” includes information and data relating to payor contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations and related data. “**Confidential Information**” includes Trade Secrets and any information related to the past, current or proposed operations, business or strategic plans, financial statements or reports, technology or services of Hospital or any Affiliate that Hospital discloses or otherwise makes available in any manner to Contractor, or to which Contractor may gain access in the performance of the Services under this Agreement, or which Contractor knows or has reason to know is confidential information of Hospital or any Affiliate; whether such information is disclosed orally, visually or in writing, and whether or not bearing any legend or marking indicating that such information or data is confidential. By way of

example, but not limitation, Confidential Information includes any and all know-how, processes, manuals, confidential reports, procedures and methods of Hospital, any Hospital patient's individually identifiable health information (as defined under HIPAA), and any information, records and proceedings of Hospital and/or Medical Staff committees, peer review bodies, quality committees and other committees or bodies charged with the evaluation and improvement of the quality of care. Confidential Information also includes proprietary or confidential information of any third party that may be in Hospital's or any Affiliate's possession.

(b) Confidential Information shall be and remain the sole property of Hospital, and shall, as applicable, be proprietary information protected under the Uniform Trade Secrets Act. Contractor shall not use any Confidential Information for any purpose not expressly permitted by this Agreement, or disclose any Confidential Information to any person or entity, without the prior written consent of Hospital. Contractor shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Contractor protects his or her own confidential or proprietary information of a similar nature and with no less than reasonable care. All documents that Contractor prepares, or Confidential Information that might be given to Contractor in the course of providing Services under this Agreement, are the exclusive property of Hospital, and, without the prior written consent of Hospital, shall not be removed from Hospital's premises.

(c) Contractor shall return to Hospital all Confidential Information and all copies thereof in Contractor's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of Hospital, or the termination or expiration of this Agreement. Contractor shall not copy, duplicate or reproduce any Confidential Information without the prior written consent of Hospital.

(d) This Section shall survive the expiration or termination of this Agreement.

**6.7 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**6.8 Disclosure of Interests.** Contractor shall provide to Hospital, as requested by Hospital from time to time, information sufficient to disclose any ownership, investment or compensation interest or arrangement of Contractor, or any of Contractor's immediate family members, in any entity providing "designated health services" (as such term is defined in the Stark Law (42 U.S.C. Section 1395nn) and its regulations) or any other health care services. This Section shall not impose on Hospital any disclosure or reporting requirements or obligations imposed on Contractor under any governmental program or create an assumption of such disclosure obligations by Hospital. Contractor shall have the sole responsibility to fulfill any such federal and/or state reporting requirements or obligations.

**6.9 Dispute Resolution.** In the event of any dispute, controversy, claim or disagreement arising out of or related to this Agreement or the acts or omissions of the Parties with respect to this Agreement (each, a “**Dispute**”), the Parties shall resolve such Dispute as follows:

(a) **Meet and Confer.** The Parties shall, as soon as reasonably practicable, but in no case more than ten (10) days after one Party gives written notice of a Dispute to the other Party (the “**Dispute Notice**”), meet and confer in good faith regarding such Dispute at such time and place as mutually agreed upon by the Parties (the “**Meet and Confer**”). The obligation to conduct a Meet and Confer pursuant to this Section does not obligate either Party to agree to any compromise or resolution of the Dispute that such Party does not determine, in its sole and absolute discretion, to be a satisfactory resolution of the Dispute. The Meet and Confer shall be considered a settlement negotiation for the purpose of all applicable Laws protecting statements, disclosures or conduct in such context, and any offer in compromise or other statements or conduct made at or in connection with any Meet and Confer shall be protected under such Laws.

(b) **Arbitration.** If any Dispute is not resolved to the mutual satisfaction of the Parties within ten (10) business days after delivery of the Dispute Notice (or such other period as may be mutually agreed upon by the Parties in writing), the Parties shall submit such Dispute to arbitration conducted by Judicial Arbitration and Mediation Services, Inc. (“**JAMS**”), or other arbitration and/or mediation services company as agreed to by the Parties, in accordance with the following rules and procedures:

- (i) Each Party may commence arbitration by giving written notice to the other Party demanding arbitration (the “**Arbitration Notice**”). The Arbitration Notice shall specify the Dispute, the particular claims and/or causes of actions alleged by the Party demanding arbitration, and the factual and legal basis in support of such claims and/or causes of action.
- (ii) The arbitration shall be conducted in the County in which the Hospital is located and in accordance with the commercial arbitration rules and procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) to the extent such rules and procedures are not inconsistent with the provisions set forth in this Section. In the event of a conflict between any rules and/or procedures of JAMS (or other arbitration company as mutually agreed to by the Parties) and the rules and/or procedures set forth in this Section, the rules and/or procedures set forth in this Section shall govern.

- (iii) The arbitration shall be conducted before a single impartial retired member of the JAMS panel of arbitrators (or panel of arbitrators from such other arbitration company as mutually agreed to by the Parties) covering the County in which the Hospital is located (the “Panel”). The Parties shall use their good faith efforts to agree upon a mutually acceptable arbitrator within thirty (30) days after delivery of the Arbitration Notice. If the Parties are unable to agree upon a mutually acceptable arbitrator within such time period, then each Party shall select one arbitrator from the Panel, and those arbitrators shall select a single impartial arbitrator from the Panel to serve as arbitrator of the Dispute.
- (iv) The Parties expressly waive any right to any and all discovery in connection with the arbitration; provided, however, that each Party shall have the right to conduct no more than two (2) depositions and submit one set of interrogatories with a maximum of forty (40) questions, including subparts of such questions.
- (v) The arbitration hearing shall commence within thirty (30) days after appointment of the arbitrator. The substantive internal law (and not the conflict of laws) of the State shall be applied by the arbitrator to the resolution of the Dispute, and the Evidence Code of the State shall apply to all testimony and documents submitted to the arbitrator. The arbitrator shall have no authority to amend or modify the limitation on the discovery rights of the Parties or any of the other rules and/or procedures set forth in this Section. As soon as reasonably practicable, but not later than thirty (30) days after the arbitration hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the Parties and their respective legal counsel.
- (vi) Any Party may apply to a court of competent jurisdiction for entry and enforcement of judgment based on the arbitration award. The award of the arbitrator shall be final and binding upon the Parties without appeal or review except as permitted by the Arbitration Act of the State.
- (vii) The fees and costs of JAMS (or other arbitration company as mutually agreed to by the Parties) and the arbitrator, including any costs and expenses incurred by the arbitrator in connection with the arbitration, shall be borne equally by the Parties, unless otherwise agreed to by the Parties.

- (viii) Except as set forth in Section 6.9(b)(vii), each Party shall be responsible for the costs and expenses incurred by such Party in connection with the arbitration, including its own attorneys' fees and costs; provided, however, that the arbitrator shall require one Party to pay the costs and expenses of the prevailing Party, including attorneys' fees and costs and the fees and costs of experts and consultants, incurred in connection with the arbitration if the arbitrator determines that the claims and/or position of a Party were frivolous and without reasonable foundation.

(c) **Waiver of Injunctive or Similar Relief.** The Parties hereby waive the right to seek specific performance or any other form of injunctive or equitable relief or remedy arising out of any Dispute, except that such remedies may be utilized for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Except as expressly provided herein, upon any determination by a court or by an arbitrator that a Party has breached this Agreement or improperly terminated this Agreement, the other Party shall accept monetary damages, if any, as full and complete relief and remedy, to the exclusion of specific performance or any other form of injunctive or equitable relief or remedy.

(d) **Injunctive or Similar Relief.** Notwithstanding anything to the contrary in this Section, the Parties reserve the right to seek specific performance or any other form of injunctive relief or remedy in any state or federal court located within the County in which the Hospital is located for purposes of enforcing this Section and sections governing Confidential Information, Compliance with HIPAA, Compliance with Laws and Accreditation and Compliance with Medicare Rules of this Agreement. Contractor hereby consents to the jurisdiction of any such court and to venue therein, waives any and all rights under the Laws of any other state to object to jurisdiction within the State, and consents to the service of process in any such action or proceeding, in addition to any other manner permitted by applicable Law, by compliance with the notices provision of this Agreement. The non-prevailing Party in any such action or proceeding shall pay to the prevailing Party reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs and the fees and costs of experts and consultants. The prevailing Party shall be the Party who is entitled to recover its costs of suit (as determined by the court of competent jurisdiction), whether or not the action or proceeding proceeds to final judgment or award.

(e) **Survival.** This Section shall survive the expiration or termination of this Agreement.

**6.10 Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter, and supersedes any prior oral or written agreements, representations, understandings or discussions between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed and attached to this Agreement.

**6.11 Exhibits.** The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated into this Agreement wherever reference is made to them to the same extent as if they were set out in full at the point at which such reference is made.

**6.12 Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

**6.13 Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State.

**6.14 Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

**6.15 Litigation Consultation.** Contractor shall not accept consulting assignments or otherwise contract, agree, or enter into any arrangement to provide expert testimony or evaluation on behalf of a plaintiff in connection with any claim against Hospital or any Affiliate named, or expected to be named as a defendant. Contractor shall not accept similar consulting assignments if (a) the defendants or anticipated defendants include a member of the medical staff of Hospital or any Affiliate, and (b) the matter relates to events that occurred at Hospital or any Affiliate; provided, however, the provisions of this Section shall not apply to situations in which Contractor served as a treating physician.

**6.16 Master List.** The Parties acknowledge and agree that this Agreement, together with any other contracts between Hospital and Contractor, will be included on the master list of physician contracts maintained by Hospital.

**6.17 Meaning of Certain Words.** Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa. Unless otherwise specified: (i) "days" shall be considered "calendar days;" (ii) "months" shall be considered "calendar months;" and (iii) "including" means "including, without limitation" in this Agreement and its exhibits and attachments.

**6.18 No Conflicting Obligations.** Contractor represents and warrants that the execution and delivery of this Agreement and the performance of his or her obligations hereunder do not and will not: (a) present a conflict of interest or materially interfere with the performance of Contractor's duties under any other agreement or arrangement; or (b) violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice and/or lapse of time, would constitute a default) under, terminate, accelerate the performance required by, or result in a right of termination or acceleration under any of the terms, conditions or provisions of any other agreement, indebtedness, note, bond, indenture, security or pledge agreement, license, franchise, permit, or other instrument or obligation to which Contractor is a party or by which Contractor is bound. Contractor shall immediately inform Hospital of any other agreements to which Contractor is a party that may present a conflict of interest or materially interfere with performance of Contractor's duties under this Agreement.

**6.19 No Third Party Beneficiary Rights.** The Parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation or entity other than the Parties.

**6.20 Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express, DHL). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital, addressed to:

NATIVIDAD MEDICAL CENTER  
1441 Constitution Blvd., Bldg. 300  
Salinas, California 93906  
Attention: \* Deputy Purchasing Agent

If to Contractor, addressed to:

NATHANIEL UCHTMANN, M.D.  
47 Boronda Road  
Carmel Valley, CA 9924

**6.21 Participation in Federal Health Care Programs.** Contractor hereby represents that Contractor is not debarred, suspended, excluded or otherwise ineligible to participate in any Federal Health Care Program.

**6.22 Representations.** Each Party represents with respect to itself that: (a) no representation or promise not expressly contained in this Agreement has been made by any other Party or by any Parties' agents, employees, representatives or attorneys; (b) this Agreement is not being entered into on the basis of, or in reliance on, any promise or representation, expressed or implied, other than such as are set forth expressly in this Agreement; and (c) Party has been represented by legal counsel of Party's own choice or has elected not to be represented by legal counsel in this matter.

**6.23 Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

**6.24 Statutes and Regulations.** Any reference in this Agreement to any statute, regulation, ruling, or administrative order or decree shall include, and be a reference to any successor statute, regulation, ruling, or administrative order or decree.

**6.25 Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective, and shall apply solely to the specific instance expressly stated.

*[signature page follows]*

The Parties have executed this Agreement on the date first above written, and signify their agreement with duly authorized signatures.

**CONTRACTOR**

NATHANIEL UCHTMANN, M.D., an individual

  
\_\_\_\_\_

Date: June 18, 2019

**NATIVIDAD MEDICAL CENTER**

  
\_\_\_\_\_

Deputy Purchasing Agent

Date: 6/1, 2019

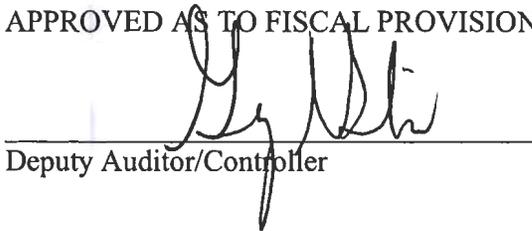
**APPROVED AS TO LEGAL PROVISIONS:**

  
\_\_\_\_\_

Stacy Saetta, Deputy County Counsel

Date: 6/28 2019

**APPROVED AS TO FISCAL PROVISIONS:**

  
\_\_\_\_\_

Deputy Auditor/Controller

Date: 6-28, 2019

## Exhibit 1.2

### **TEACHING SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. supervise patient care in a constructive and supportive way;
2. demonstrate effective interviewing, physical examination, procedures, use of diagnostic and therapeutic interventions, and medical records documentation;
3. create a professional role model; and
4. evaluate resident performance in a meaningful, objective fashion.

### Exhibit 1.3

#### **ADDITIONAL SERVICES TO BE PROVIDED BY CONTRACTOR**

Contractor shall:

1. provide teaching, educational or training services, as reasonably requested by Hospital;
2. participate in utilization review programs, as reasonably requested by Hospital;
3. participate in risk management, quality assurance and peer review programs, as reasonably requested by Hospital;
4. accept third party insured patients and referrals of patients which are made by members of the Medical Staff, subject only to the limitations of scheduling and Contractor's professional qualifications;
5. assist Hospital in monitoring and reviewing the clinical performance of health care professionals who provide services to Hospital's patients; including reviewing incident reports and patient satisfaction studies relevant to the Specialty, and assisting Hospital in implementing any necessary corrective actions to address any issues identified during the course of such review;
6. assist in monitoring the performance of those professionals who are not meeting Hospital quality and/or performance standards, including, without limitation, direct observation of the provision of care by such professionals, and in disciplining any professionals who continue poor performance, recognizing that the Hospital Board of Directors is ultimately responsible for maintaining the standards of care provided to patients;
7. assist Hospital management with all preparation for, and conduct of, any inspections and on-site surveys of Hospital conducted by governmental agencies or accrediting organizations;
8. cooperate with Hospital in all litigation matters affecting Contractor or Hospital, consistent with advice from Contractor's legal counsel;
9. cooperate and comply with Hospital's policies and procedures which are pertinent to patient relations, quality assurance, scheduling, billing, collections and other administrative matters and cooperate with Hospital's efforts to bill and collect fees for services rendered to Hospital's patients. All business transactions related to the Services provided by Contractor, such as enrollment, verification and billings, shall be conducted by and in the name of Hospital; and
10. assist Hospital in developing, implementing and monitoring a program by which quality measures are reportable to Hospital with respect to the Specialty.

**Exhibit 1.8**

**CONTRACTOR'S MONTHLY TIME REPORT**

**(See attached.)**



Accurately document all time in quarter hour (.25 hour) increments. Do not exceed 24 hours in a single day.  
 Directions and examples are located on back of timesheet.

Date	Direct Patient Care Services	Hospital Administrations and Teaching Services							Other Admin		Non-Productive Hrs			TOTAL HOURS	
		0001	0002	0003	0004	0005	0006	0007	0008	0009	0010	0011	0012		
	Sched. In House Care (P/R)	Supervision & Training of Nurses & Techs, etc.	Utilization Review and Other Comm-Ittee Meetings	Quality Control, Medical Review, Autopsy	Supervision of Interns and Residents	Teaching of Interns & Residents	Teaching & Supervision of Allied Health Professionals	Other Administrative (Specify)	CME (P/R)	Conferences and Training (P/R)	Non-Productive Hrs: Sick/ Vacation (P/R)	Holiday (P/R)	Recruitment (Specify)	Other Non-Productive Activities (Specify)	
1 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
2 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
3 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
4 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
5 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
6 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
7 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
8 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
9 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
10 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
11 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
12 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
13 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														
14 Date:	A Hospital & NMC Clinic Time														
	B. Non-Hosp & Non-NMC Clinic Time														

**SIGN IN BLUE INK**

I certify that the above information is a true and accurate statement of the hours and locations indicated.

Provider: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

**SIGN IN BLUE INK**

I certify that the hours and types of service shown below are correct and that the employee performed satisfactorily, meeting all requirements.

Service Director: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

REV. 4/28/2011

Exhibit 1.13



**MEDICAL STAFF POLICY**

<b>Title:</b> Practitioner Code of Conduct	<b>Effective:</b> 05/09 <b>Reviewed/Revised:</b> 08/11
<b>Standard:</b> MSP004-2	<b>Approved:</b> MEC 08/11 BOT 09/11

As a member of the Medical Staff or an Allied Health Professional (AHP) of Natividad Medical Center (NMC) (collectively Practitioners), I acknowledge that the ability of Practitioners and NMC employees to jointly deliver high quality health care depends significantly upon their ability to communicate well, collaborate effectively, and work as a team. I recognize that patients, family members, visitors, colleagues and NMC staff members must be treated in a dignified and respectful manner at all times.

**POLICY**

In keeping with the accepted standards of the health care profession as evidenced by the Hippocratic Oath, the Code of Ethics of the American Medical Association (AMA) and other professional societies, and the values of NMC, Practitioners are leaders in maintaining professional standards of behavior. In keeping with this responsibility to maintain professional standards of behavior at NMC, Practitioners:

1. Facilitate effective patient care by consistent, active, and cooperative participation as members of the NMC health care team.
2. Recognize the individual and independent responsibilities of all other members of the NMC health care team and their right to independently advocate on behalf of the patient.
3. Maintain respect for the dignity and sensitivities of patients and families, as well as colleagues, NMC employees, and all other health care professionals.
4. Participate in the Medical Staff quality assessment and peer review activities, and in organizational performance improvement activities.
5. Contribute to the overall educational mission of NMC.
6. Reflect positively upon the reputation of the health care profession, the Medical Staff, and NMC in their language, action, attitude, and behavior.

Behaviors of Practitioners which do not meet the professional behavior standards established in this Code of Conduct (Code) shall be referred to as Disruptive or Unprofessional Behavior. Disruptive or Unprofessional Behavior by Practitioners exhibited on the premises of NMC, whether or not the Practitioner is on duty or functioning in his/her professional capacity, are subject to this Code.

### **EXAMPLES OF PROFESSIONAL BEHAVIOR**

Practitioners are expected to exhibit professional behavior at NMC, consistent with this Code, as follows:

1. Be consistently available with cooperative and timely responsiveness to appropriate requests from physicians, nurses, and all other members of the NMC health care team in patient care and other professional responsibilities.
2. Provide for and communicate alternate coverage arrangements to assure the continuity and quality of care.
3. Demonstrate language, action, attitude and behavior which consistently convey to patients, families, colleagues, and all other members of the NMC health care team a sense of compassion and respect for human dignity.
4. Understand and accept individual cultural differences.
5. Maintain appropriate, timely, and legible medical record entries which enable all NMC professionals to understand and effectively participate in a cohesive plan of management to assure continuity, quality, and efficiency of care and effective post-discharge planning and follow-up.
6. Respect the right of patients, families or other designated surrogates to participate in an informed manner in decisions pertaining to patient care.
7. Treat patients and all persons functioning in any capacity within NMC with courtesy, respect, and human dignity.
8. Conduct one's practice at NMC in a manner that will facilitate timely commencement of medical/surgical procedures at NMC, including but not limited to, timely arrival at the hospital, pre-ordering all needed special equipment and/or supplies, and timely notification of required staff.

### **EXAMPLES OF DISRUPTIVE OR UNPROFESSIONAL BEHAVIOR**

Disruptive or Unprofessional Behavior, as characterized in this Code, includes but is not limited to:

1. Misappropriation or unauthorized removal or possession of NMC owned property.
2. Falsification of medical records, including timekeeping records and other NMC documents.

3. Working under the influence of alcohol or illegal drugs.
4. Working under the influence of prescription or over-the-counter medications when use of such medications significantly affects the practitioner's level of cognitive functioning.
5. Possession, distribution, purchase, sale, transfer, transport or use of illegal drugs in the workplace.
6. Possession of dangerous or unauthorized materials such as explosives, firearms, or other weapons in the workplace.
7. Writing derogatory and/or accusatory notes in the medical record which are not necessary for the provision of quality patient care services. Concerns regarding the performance of other Practitioners or NMC employees should be reported on a NMC Quality Review Report form and submitted pursuant to NMC policy and should not be entered into the patient's medical record.
8. Harassment
  - a. Harassment is verbal or physical contact that denigrates or shows hostility or aversion toward an individual based on race, religion, color, national origin, ancestry, age, disability, marital status, gender, sexual orientation, or any other basis protected by federal, state, or local law or ordinance, and that:
    1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment, or;
    2. Has the purpose or effect of unreasonably interfering with an individual's work performance, or;
    3. Otherwise adversely affects an individual's employment opportunity.
  - b. Harassing conduct includes, but is not limited to:
    1. Epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation.
    2. Written material or illustrations that denigrate or show hostility or aversion toward an individual or group because of race, religion, color, national origin, ancestry, age, disability, marital status, gender, or sexual orientation, and is placed on walls; bulletin boards, or elsewhere on NMC's premises or circulated in the workplace.
9. Physical behavior that is harassing, intimidating, or threatening, from the viewpoint of the recipient, including touching, obscene or intimidating gestures, or throwing of objects;

10. Passive behaviors, such as refusing to perform assigned tasks or to answer questions, return phone calls, or pages;
11. Language that is a reasonable adult would consider to be foul, abusive, degrading, demeaning, or threatening, such as crude comments, degrading jokes or comments, yelling or shouting at a person, or threatening violence or retribution;
12. Single incident of egregious behavior, such as an assault or other criminal act.
13. Criticism of NMC staff in front of patients, families, or other staff.

### **PROCEDURE**

1. Any person who functions in any capacity at NMC who observes Practitioner language, action, attitude, or behavior which may be unprofessional, harassing, or disruptive to the provision of quality patient care services should document the incident on a NMC Quality Review Report form.
2. Identified incidents involving Practitioners shall be reviewed pursuant to the current Road Map for Handling Reports of Disruptive or Unprofessional Behavior or the County Sexual Harassment Policy, as determined by the nature of the behavior and the person who exhibits it.

I acknowledge that I have received and read this Practitioner Code of Conduct. I acknowledge that hospitals are required to define and address disruptive and inappropriate conduct to comply with The Joint Commission standards for accreditation. I agree to adhere to the guidelines in this Code and conduct myself in a professional manner. I further understand that failure to behave in a professional fashion may result in disciplinary actions set forth in the RoadMap for Handling Reports of Disruptive or Unprofessional Behavior or as determined by the Medical Executive Committee pursuant to the Medical Staff Bylaws.

**Exhibit 2.1**

**COMPENSATION**

1. **Professional Services.** Hospital shall pay to Contractor the amount of One Hundred Dollars (\$100) per hour for those Professional Services rendered by Contractor under this Agreement; provided, however, that Contractor is in compliance with the terms and conditions of this Agreement.

2. **Professional Liability Reimbursement.** In the event that Contractor does not purchase the professional liability insurance set forth in the Agreement, Hospital will deduct Six Dollars and Fifty Four Cents (\$6.54) per 24-hour shift worked by Contractor to compensate for Hospital's payment of professional liability insurance premiums on behalf of Contractor.

3. **Timing.** Hospital shall pay the compensation due for Professional Services performed by Contractor after Contractor's submission of the monthly invoice of preceding month's activity and time report in accordance with this Agreement; provided, however, that if Contractor does not submit an invoice and time sheet within sixty (60) days of the end of the month during which Professional Services were performed, Hospital shall not be obligated to pay Contractor for Professional Services performed during that month. The County of Monterey Standard Payment Terms for contracts/PSAs and paying invoices is "30 days after receipt of the certified invoice in the Auditor-Controller's Office".

### **Exhibit 6.3**

#### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“Agreement”), effective July 1, 2019 (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center (“Covered Entity”) and Nathaniel Uchtmann, M.D. (“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;

(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;

(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.

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.

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:

Nathaniel Uchtmann, M.D.  
47 Boronda Road  
Carmel Valley, CA 9924

Phone: 518 443 8463

Fax: \_\_\_\_\_

If to Covered Entity, to:

NATIVIDAD MEDICAL CENTER  
1441 Constitution Blvd., Bldg. 300  
Salinas, CA 93906  
Attn: Compliance Officer  
Phone: 831.755.4111  
Fax:

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.

**NATHANIEL UCHTMANN, M.D.**

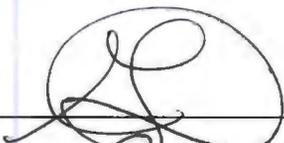
By: 

Print Name: Nathaniel Uchtmann

Print Title: M.D.

Date: 6/18/19

**COUNTY OF MONTEREY, ON BEHALF OF  
NATIVIDAD MEDICAL CENTER**

By: 

Print Name: Gary Geary

Print Title: CEO

Date: 7/1/19



# Monterey County

**Item No.31**

## Board Report

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

Legistar File Number: A 22-435

August 23, 2022

**Introduced:** 8/1/2022

**Current Status:** Natividad Medical Center -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Ratify execution by the Chief Executive Officer for Natividad Medical Center (NMC) a Memorandum of Understanding (MOU) with Salinas Union High School District for the provision by NMC personnel of on-site sports physicals for student athletes of the school district, for no exchange of money, and with an agreement term August 4, 2022 through June 1, 2023.

### **RECOMMENDATION:**

#### **It is recommended the Board of Supervisors:**

Ratify execution by the Chief Executive Officer for Natividad Medical Center (NMC) a Memorandum of Understanding (MOU) with Salinas Union High School District for the provision by NMC personnel of on-site sports physicals for student athletes of the school district, for no exchange of money, and with an agreement term August 4, 2022 through June 1, 2023.

### **SUMMARY/DISCUSSION:**

Natividad's Family Medicine Residency Program has partnered with the Salinas Union High School District to provide pre-participation screenings, also known as sports physicals, for its student athletes at no cost to the school district.

This event is mutually beneficial for Natividad and the Salinas Union High School District. Our Natividad Family Medicine residents gain sports medicine experience under the supervision of our Residency faculty, and the high school students get access to on-site pre-participation athletic screenings. Many of these students have working parents who have difficulty bringing them to an extra doctor's appointment for this required preparticipation screening, so this improves their access to healthy physical activity through participation in school sports programs. It also provides an opportunity to identify health concerns and bring them to the attention of the student's parent and primary care physician.

### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this MOU as to form. The MOU has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on August 12, 2022.

**FINANCING:**

There is no cost associated with this MOU.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

Natividad is offering sports physicals to local students which ensures they are physically capable of participating in sports in a safe manner.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Dr. Melissa Nothnagle, Director of Family Medicine Residency, 783-2582

Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:

MOU with Salinas Union High School District

Attachments on file with the Clerk of the Board



# Monterey County

Item No.

## Board Report

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

Legistar File Number: A 22-435

August 23, 2022

Introduced: 8/1/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

Ratify execution by the Chief Executive Officer for Natividad Medical Center (NMC) a Memorandum of Understanding (MOU) with Salinas Union High School District for the provision by NMC personnel of on-site sports physicals for student athletes of the school district, for no exchange of money, and with an agreement term August 4, 2022 through June 1, 2023.

### **RECOMMENDATION:**

#### **It is recommended the Board of Supervisors:**

Ratify execution by the Chief Executive Officer for Natividad Medical Center (NMC) a Memorandum of Understanding (MOU) with Salinas Union High School District for the provision by NMC personnel of on-site sports physicals for student athletes of the school district, for no exchange of money, and with an agreement term August 4, 2022 through June 1, 2023.

### **SUMMARY/DISCUSSION:**

Natividad's Family Medicine Residency Program has partnered with the Salinas Union High School District to provide pre-participation screenings, also known as sports physicals, for its student athletes at no cost to the school district.

This event is mutually beneficial for Natividad and the Salinas Union High School District. Our Natividad Family Medicine residents gain sports medicine experience under the supervision of our Residency faculty, and the high school students get access to on-site pre-participation athletic screenings. Many of these students have working parents who have difficulty bringing them to an extra doctor's appointment for this required preparticipation screening, so this improves their access to healthy physical activity through participation in school sports programs. It also provides an opportunity to identify health concerns and bring them to the attention of the student's parent and primary care physician.

### **OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved this MOU as to form. The MOU has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on August 12, 2022.

**FINANCING:**

There is no cost associated with this MOU.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

Natividad is offering sports physicals to local students which ensures they are physically capable of participating in sports in a safe manner.

- Economic Development
- Administration
- Health and Human Services
- Infrastructure
- Public Safety

Prepared by: Dr. Melissa Nothnagle, Director of Family Medicine Residency, 783-2582

Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachments:

MOU with Salinas Union High School District

Attachments on file with the Clerk of the Board

*Charles R Harris*

Charles R. Harris, M.D., Chief Executive Officer

*8/16/2022*

Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SALINAS UNION HIGH SCHOOL DISTRICT AND  
COUNTY OF MONTEREY, ON BEHALF OF  
NATIVIDAD MEDICAL CENTER**

This Memorandum of Understanding ("MOU") is entered into this august 4, 2022, by and between **Salinas Union High School District** ("District"), a California public school district, and County of Monterey, on behalf of its County-owned and operated **Natividad Medical Center** ("COUNTY") The District and COUNTY may each be referred to as a "Party" or collectively as the "Parties" in this MOU. This MOU will not be effective until approved or ratified by the Parties' governing boards.

- A. The District is the owner of certain real property located at . . .
- |  |   |
|--|---|
| Alisal High School<br>777 Williams Road<br>Salinas, CA 93905               | North Salinas High School<br>55 Kip Drive<br>Salinas, CA 93906      |
| Everett Alvarez High School<br>1900 Independence Blvd<br>Salinas, CA 93906 | Rancho San Juan High School<br>1100 Rogge Road<br>Salinas, CA 93906 |
- B. COUNTY owns and operates Natividad Medical Center which provides preventative and primary medical care, health education and other services to medically underserved areas of the Salinas Valley).
- C. COUNTY desires to enter into this MOU with the District allowing COUNTY to conduct on-site pre-participation screenings for District students at the four above-listed high schools.
- D. The Parties desire to enter into this MOU in order to permit COUNTY to utilize certain District office space and restrooms, subject to the terms and conditions set forth in this MOU.

In consideration of the covenants and conditions of this MOU, including the Recitals above, which are incorporated herein by this reference, the Parties hereby agree as follows:

**MEMORANDUM OF UNDERSTANDING**

1. **Purpose.** The Parties agree that the purpose of this MOU is to set out the terms and conditions pursuant to which COUNTY will be permitted to provide on-site pre-participation screening (also known as "sports physicals") services described in Exhibit A hereto ("Services") for District students utilizing certain District facilities at the School Sites.
2. **Term.** Unless earlier terminated as provided hereunder, the initial term of this MOU shall be for August 4, 2024 through June 1, 2023.

3. Location: Regular Service Hours. Pursuant to the terms and conditions of this MOU, COUNTY will conduct Services at Alisal High School, Everett Alvarez High School, North Salinas High School, and Rancho San Juan High School ("High Schools"). Services shall be conducted specifically at the Locker Rooms of the High Schools designated on the Site Map at Exhibit B.
6. COUNTY Responsibilities. COUNTY shall be responsible for all of the following:
  - a. Ensuring all Services are provided by appropriately licensed and trained health care professionals, including Nurse Practitioners/Physician Assistants, Registered Nurses, and Medical Assistants;
  - b. Employing, supervising, and paying all COUNTY staff necessary to provide the sports physicals, who will at all times be employees or independent contractors of COUNTY and governed by applicable COUNTY personnel rules and regulations;
  - c. Providing all equipment and supplies necessary for the performance of the sports physicals and for COUNTY's operations in the Office, as appropriate;
  - d. Properly disposing of all regular, medical, and hazardous waste at the end of each day of Service;
  - e. Designating an COUNTY staff member to serve as the liaison between COUNTY and the District;
  - f. Notifying the District as soon as possible if COUNTY cannot provide the sports physical;
  - g. Coordinating scheduling and advertisement of Services with the District to complement outreach conducted by the District to inform the community of the sports physicals.
7. District Responsibilities.
  - a. Providing appropriate facilities to accommodate the sports physicals
  - b. Designating a District staff member to serve as the liaison between the District and COUNTY who will be present on District property during the sports physical and who will be responsible for communication, coordination, and interaction with COUNTY employees.
8. Termination. Either Party may terminate this MOU at any time without cause on thirty (30) days' prior written notice to the other Party.
9. Operation and Management of the Sports Physicals
  - a. COUNTY will be responsible for obtaining all required permits, and for complying with all federal, state, and local laws and regulations application to the provision of the Services, whether such laws and requirements are now in force or hereinafter enacted.
  - b. COUNTY will pay all costs associated with the sports physical including, without limitation, the hiring and employment of the employees and independent contractors, the processing of payroll, tax payments, workers' compensation insurance or self-insurance, group health insurance benefits, accounting and wage reporting services for sports physical employees, and the preparation of all legally required reports to funding sources, and the like.

- c. COUNTY's responsibility for the sports physical shall also include the collection, maintenance, and provision of all statistical information, demographics, and information required to be gathered, maintained, or submitted regarding the sports physical.
- d. The District will have no responsibility for patients' unpaid bills, for any part of the operation of the sports physical, or for any costs or expenses related thereto.

10. Damage or Destruction of District Property. COUNTY shall be responsible for repairing or replacing any District property damaged or destroyed by COUNTY officers, agents, employees, contractors, subcontractors, consultants and invitees (collectively, "COUNTY Users"). For purposes of this Section, "District property" means all real property, personal property, equipment, fixtures, or facilities owned or operated by the District. Repair or replacement of District property shall be performed to District standards, in a reasonable amount of time.

11. Qualifications and Employment of Providers. Immunizations and Tuberculosis Testing. COUNTY represents and warrants that every COUNTY employee and health professional that COUNTY assigns, directs, or employs to provide sports physicals has completed a background check, and has received all other required medical and background clearances, immunizations, and tuberculosis testing in accordance with COUNTY policies and procedures.

12. Student Access: Authorization for Services. Except where applicable law authorizes confidential medical services, parents or legal guardians must provide written authorization for the provision of all Services to minor children. With the exception of routine vision and other health screenings, for which such written authorization is deemed sufficient, parents or legal guardians of minor children must be present when all Services are rendered.

13. HIPAA: Access to Student Records. The Parties agree that the District is not a "business associate" of COUNTY pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The District will not be performing or assisting in the performance of covered HIPAA functions on behalf of COUNTY. There will be no exchange of individually identifiable health information between COUNTY and the District. With that understanding the Parties agree that they shall comply with all HIPAA privacy regulations, including but not limited to those set forth in 45 CFR Parts 160 and 164, and also with all applicable California privacy laws. Other than directory information, COUNTY shall not have access to any education records as defined in the Family Educational Rights and Privacy Act of 1974 ("FERPA") or pupil records as defined in Education Code section 4900 *et seq.*, maintained by the District, without written consent of parent or legal guardian.

14. Indemnification.

- a. Unless expected or otherwise relieved from liability under the terms of this MOU, COUNTY shall hold harmless, defend and indemnify the District, its agents, officers, Board of Trustees, members or its Board of Trustees, agents, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including without limitation; death or injury to any person and/or damage to property, including District property; any alleged or actual breach of HIPAA or other laws governing the

privacy and confidentiality of medical records; alleged or actual medical malpractice; or negligent patient are arising from, or in connection with any negligent acts or omissions or any intentional misconduct of COUNTY or its agents, officers, employees, subcontractor, or licensees related to the performance of this MOU or the provision of any Services rendered pursuant to this MOU. This indemnification specifically includes any claims brought against the District by any taxing authority asserting that an employer-employee relationship exists by reason of this MOU, and any claims brought against the District by any County employee alleging civil rights violations by COUNTY under Government Code section 12920 *et seq.*, California Fair Employment and Housing Act or Title VII of the Federal Civil Rights Act. This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension or renewal of this MOU.

- b. Unless excepted or otherwise relieved from liability under the terms of this MOU, the District shall hold harmless, defend and indemnify COUNTY, its Board Members, agents, officers, and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including without limitation; death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, any negligent acts or omissions, or any intentional misconduct of the District or its officers, employees, agents, subcontractors, and licensees arising from the performance of this MOU. This indemnification obligation shall continue beyond the term of this MOU as to any acts or omissions occurring under this MOU or any extension of this MOU. This indemnification obligation specifically includes any claims brought against COUNTY for violation of FERPA or Education Code section 4900 *et seq.*,

15. Independent Contractor. In COUNTY's performance of its duties and obligations under this MOU, it is mutually understood and agreed by the Parties that COUNTY is at all times acting and performing as an independent contractor and that COUNTY is free from the control and direction of District in connection with COUNTY's performance of the Services. The Parties further understand and agree that COUNTY and its employees, agents, and representatives shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

16. Insurance. COUNTY shall maintain in force, at all times during the Initial Term or any Renewal Term of this MOU, commercial, automobile, Workers' Compensation and Employee's Liability, hospital professional (medical malpractice) liability insurance, abuse and molestation insurance, and employer's and director's liability insurance or programs of self-insurance, in the amount, manner and form set forth in **Exhibit C**. COUNTY shall to the extent required by law, provide Workers' Compensation and Employee's Liability insurance at COUNTY's own cost and expense, and neither COUNTY, nor its carrier shall be entitled to recover from the District any costs, settlements, or expenses of Workers' Compensation or Employer's Liability claims

arising out of this MOU, except when and only to the extent such claims are the result of District negligence.

16. No Monetary Compensation. It is expressly understood that COUNTY is providing Services to the Salinas Valley community, including District students, families, and staff, at no charge to the District.

17. Signage. COUNTY shall not place any signage on District premises or grounds without prior written consent of the District, which shall not be unreasonably withheld or delayed.

18. Limitations on Use.

- a. COUNTY shall comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies and requirements ("Law") regarding the use of District facilities and grounds and the provision of Services under this MOU.
- b. COUNTY shall not use, permit, or allow District facilities or grounds to be used, occupied or improved under this MOU in any manner or for any purpose that is in any way in violation of any Law.
- c. COUNTY will not permit the possession or consumption of alcohol or the use of tobacco products in any District facilities or grounds.

19. Advertising. No Party shall use the other Party's name or logo in any descriptive or promotional literature or communication of any kind without the other Party's prior written consent. COUNTY expressly agrees that it shall not, without prior written authorization use any photographs of District students or of any District property in any descriptive or promotional literature or communication of any kind.

20. Notices. Any notice, demand, approval, consent, or other communication between the Parties will be provided to the following addresses:

To District

Salinas Union High School District  
431 W. Alisal Street  
Salinas, CA 93901  
Phone: 831-796-7000  
Email:  
Attention:

To COUNTY

Natividad Medical Center; Family Residency Program

1441 Constitution Blvd  
Salinas, CA 93906  
Phone: 831-755-4111  
Email: nothnagleMB@natividad.com  
Attention: Dr. Melissa Nothnagle

Notice may be provided by personal service, regular mail, certified mail, overnight mail with proof of delivery, facsimile with proof of transmission, or by email provided receipt is acknowledged. By written notice to the other, either Party may change its mailing address or correspondence information.

21. Miscellaneous Provisions.

- a. Amendments. This MOU may be modified or amended only by the written consent of the Parties.
- b. Assignment/Subcontracting. Unless otherwise provided in this MOU, no part of this MOU may be assigned or subcontracted by either Party without the prior written consent of the other Party.
- c. Governing Law; Venue. This MOU shall be governed by and interpreted under the laws of the State of California applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California. Any action or proceeding seeking any relief under or with respect to this MOU shall be brought solely in the Superior Court of the State of California for Monterey county, subject to any transfer of venue as required by law.
- d. Entire Agreement. This MOU constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no prior agreement, statement, promise, or representation made by any party, employee, officer, or agent which is not contained herein shall be binding or valid.
- e. Severability. If any provision of this MOU shall for any reason and to any extent be deemed invalid or unenforceable, the remainder of this MOU and application of such provisions to other persons or circumstances shall remain valid and enforceable to the fullest extent of the law.
- f. Assurances of Non-Discrimination. COUNTY shall not unlawfully discriminate in employment or in the provision of the Services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation applicable to COUNTY.
- g. Execution in Counterparts. This MOU may be executed in counterparts such that the signatures may appear on separate pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed agreement. Signatures transmitted by facsimile shall be deemed original signatures.
- h. Warrant of Authority. Each of the persons signing this MOU represents and warrants that such person has been duly authorized to sign this MOU on behalf of the Party indicated, and each of the Parties by signing this MOU warrants and represents that such Party is legally authorized and entitled to enter into this MOU.

- i. Effective upon Board Approval or Ratification. This MOU shall not be effective unless or until approved or ratified by the Salinas Union High School District Board of Trustees and the County of Monterey Board of Supervisors.

The Parties hereto have executed this MOU on the date last set forth below.

Executed: 8/1, 2022

SALINAS UNION HIGH SCHOOL DISTRICT

By 

Name: DAN BURNS

Title: SUPERINTENDENT

Executed: 28 July, 2022

COUNTY OF MONTEREY, on behalf of  
NATIVIDAD MEDICAL CENTER

By: 

Name: Charles R. Harris

Title: CEO, Natividad Medical Center

## **EXHIBIT A**

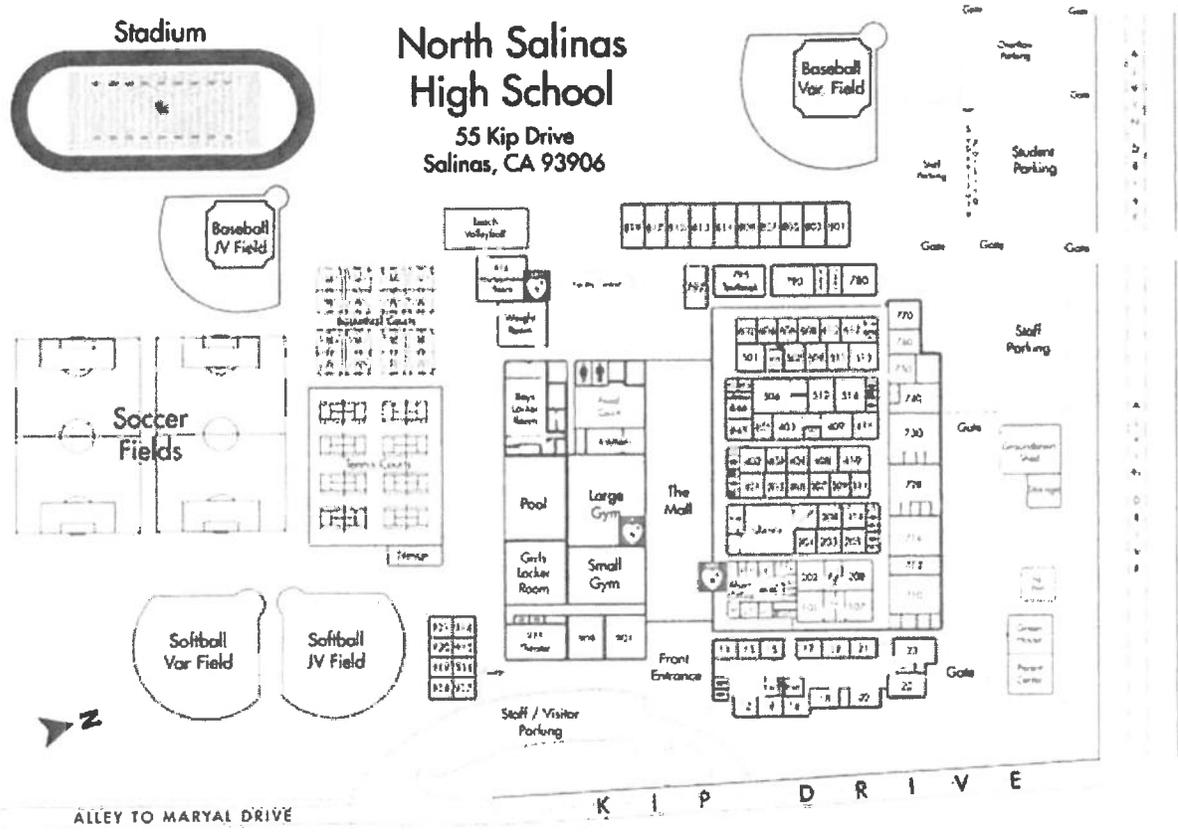
**COUNTY shall conduct pre-participation physical evaluations (PPE) for District students ("Services"), consisting of:**

**Health Screening. This includes a written health history combined with a focused physical exam designed to screen for injuries, illnesses or factors which might place the athlete or others at risk for preventable illness or injury**

**Health Education. Written and verbal feedback on the athlete's health status. Educational materials are provided as able.**

**Referrals for consultation with primary care as recommended based on the findings from the evaluation.**

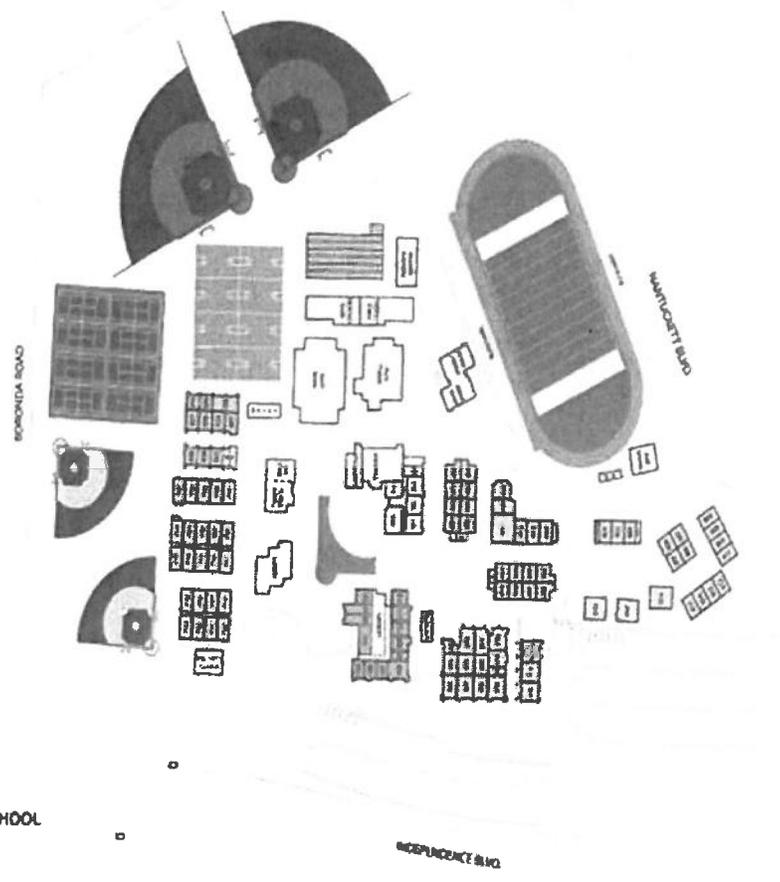




# Welcome to Everett Alvarez High School. Home of the Eagles!



PROPERTY OF THE WESTERN ASSOCIATION OF BOYS' AND GIRLS' CLUBS



CLASS ROOMS	
[Dark Grey Box]	100+
[Medium-Dark Grey Box]	200+
[Medium Grey Box]	300+
[Light Grey Box]	400+
[Very Light Grey Box]	600+
[White Box]	700+
[White Box]	800+

**EVERETT ALVAREZ HIGH SCHOOL**  
 1900 Independence Blvd  
 Salinas, CA 93906

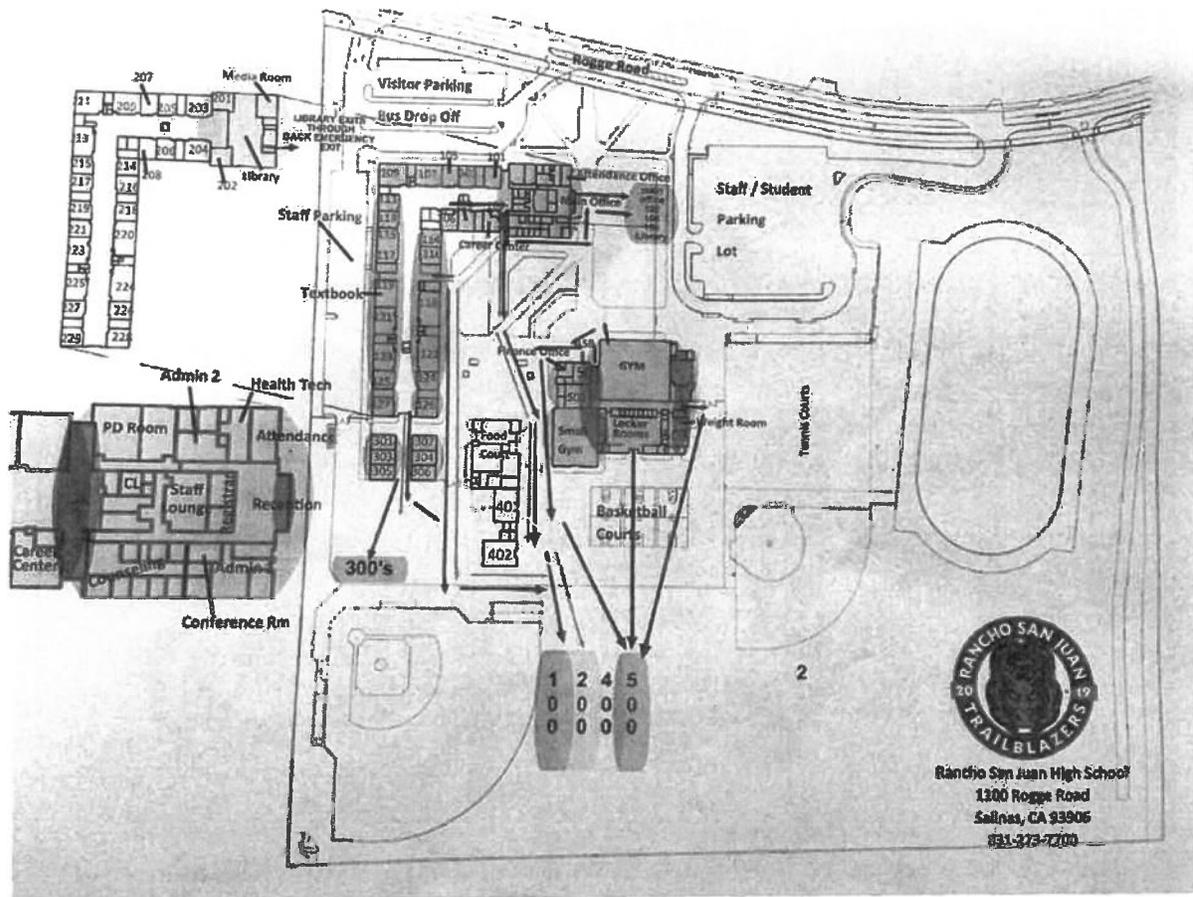


EXHIBIT C

COI from COUNTY





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1186 Avenue of the Americas New York, NY 10036 Attn: healthcare.accounts@marsh.com Fax: 212-948-1307  CN101357758-WC-8-8-22-23 SAJ,CA WC	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER B : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : N/A	N/A	INSURER B : National Union Fire Ins. Co.	19445	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : N/A	N/A													
INSURER B : National Union Fire Ins. Co.	19445													
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> PLANNED PARENTHOOD MAR MONTE, INC. AN AFFILIATE OF PLANNED PARENTHOOD FEDERATION OF AMERICA, INC 1605 THE ALAMEDA SAN JOSE, CA 95126														

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> NYC-009736705-22	<b>REVISION NUMBER:</b> 2
------------------	---	---------------------------

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		
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMPI/OP AGG	\$	
								\$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 16433064	01/01/2022	01/01/2023	X	PER STATUTE	
B	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A			WC 16433065 (CA)	01/01/2022	01/01/2023		E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
PROOF OF INSURANCE

<b>CERTIFICATE HOLDER</b> NATIVIDAD MEDICAL CENTER CHIEF MEDICAL OFFICER PO BOX 81611 SALINAS, CA 93912	<b>CANCELLATION</b> 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  <i>Marsh USA Inc.</i>
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.





**CERTIFICATE OF COVERAGE**

<b>Named Member:</b> Monterey County Administrative Offices 168 West Alisal St., 3rd Floor Salinas, CA 93901		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.										
<b>Insuring Company:</b> BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507												
<b>Certificate Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Retroactive Date</b>									
AL-22-333	07/01/2022 at 12:01 a.m.	07/01/2023 at 12:01 a.m.	N/A									
<b>Type of Coverage:</b> <input checked="" type="checkbox"/> Automobile Liability and Physical Damage Coverage - Occurrence												
<b>Limits of Liability:</b> \$1,000,000 Each Accident, Combined Single Limit <b>The Combined Single Limit is subject to the following limits:</b> <table border="0"> <tr> <td>Bodily Injury and Property Damage Liability</td> <td>\$1,000,000</td> <td>Each Accident</td> </tr> <tr> <td>Uninsured/Underinsured Motorist</td> <td>\$1,000,000</td> <td>Each Accident</td> </tr> <tr> <td>Medical Payments</td> <td>\$5,000</td> <td>Each Accident</td> </tr> </table>				Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident	Uninsured/Underinsured Motorist	\$1,000,000	Each Accident	Medical Payments	\$5,000	Each Accident
Bodily Injury and Property Damage Liability	\$1,000,000	Each Accident										
Uninsured/Underinsured Motorist	\$1,000,000	Each Accident										
Medical Payments	\$5,000	Each Accident										
<b>Deductible:</b> <table border="0"> <tr> <td>Comprehensive:</td> <td>\$250</td> <td>Each Loss</td> </tr> <tr> <td>Collision:</td> <td>\$500</td> <td>Each Loss</td> </tr> </table>				Comprehensive:	\$250	Each Loss	Collision:	\$500	Each Loss			
Comprehensive:	\$250	Each Loss										
Collision:	\$500	Each Loss										
<b>Description of Coverage:</b> Automobile Liability and Physical Damage Coverage - Occurrence												
<b>Issue Date:</b> June 29, 2022												
<b>Certificate Holder:</b> FOR INFORMATION ONLY		<b>Authorized Representative:</b>  Michele D. Reager, CPCU Senior Director of Underwriting										

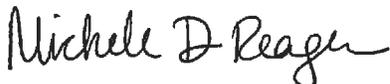


## CERTIFICATE OF COVERAGE

<p><b>Named Member:</b>          Monterey County          Administrative Offices 168 West Alisal St., 3rd Floor          Salinas, CA 93901</p>		<p>This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.</p>	
<p><b>Insuring Company:</b>          BETA Risk Management Authority          1443 Danville Boulevard          Alamo, CA 94507</p>			
<b>Certificate Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Retroactive Date</b>
D&O-22-333	07/01/2022 at 12:01 a.m.	07/01/2023 at 12:01 a.m.	07/01/1989 at 12:01 a.m.
<p><b>Type of Coverage:</b></p> <p><input checked="" type="checkbox"/> Directors &amp; Officers Liability - Claims Made</p> <p><input checked="" type="checkbox"/> Employment Practices Liability - Claims Made</p>		<p><b>Limits of Liability:</b></p> <p>\$10,000,000 Per Claim</p> <p>\$10,000,000 Aggregate Per Contract Period</p>	
<p><b>Deductible:</b></p> <p>Coverage (A):               \$0 each Claim</p> <p>Coverage (B) &amp; (C):       \$25,000 Each Claim Including Defense Expenses</p> <p>Coverage (D):               \$75,000 Each Claim Including Defense Expenses</p> <p>Coverage (E):               \$0 each Claim</p>			
<p><b>Description of Coverage:</b></p> <p>Evidence of Directors, Officers and Trustees Liability coverage including Healthcare Entity Coverage and Employment Practices Liability coverage</p>			
<p><b>Issue Date:</b>     June 29, 2022</p>			
<p><b>Certificate Holder:</b>          FOR INFORMATION ONLY</p>		<p><b>Authorized Representative:</b></p> <p style="text-align: center;"><i>Michele D Reager</i></p> <p>Michele D. Reager, CPCU          Senior Director of Underwriting</p>	



**CERTIFICATE OF COVERAGE**

<b>Named Member:</b> Monterey County Administrative Offices 168 West Alisal St., 3rd Floor Salinas, CA 93901		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
<b>Insuring Company:</b> BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507			
<b>Certificate Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Retroactive Date *</b>
HCL-22-333	07/01/2022 at 12:01 a.m.	07/01/2023 at 12:01 a.m.	07/01/2004 at 12:01 a.m.
<b>Type of Coverage:</b> <input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported <input checked="" type="checkbox"/> General Liability - Occurrence			
<b>Limits of Liability:</b> \$1,000,000 Per Claim \$1,000,000 Aggregate Per Contract Period		<b>Deductible:</b> \$5,000 Per Claim NONE Aggregate Per Contract Period	
<b>Description of Coverage:</b> Evidence of professional and general liability coverage is extended to Covered CA as a Supplemental Member.			
<b>Issue Date:</b> June 29, 2022			
<b>Certificate Holder:</b> Covered CA		<b>Authorized Representative:</b>  Michele D. Reager, CPCU Senior Director of Underwriting	

\* the retroactive date applies to claims made coverage only



## CERTIFICATE OF COVERAGE

<b>Named Member:</b> Monterey County Administrative Offices 168 West Alisal St., 3rd Floor Salinas, CA 93901		This document certifies that coverage is in force for the Named Member on the Issue Date below, subject to the terms and conditions of the Contract designated. It is issued as a matter of information and does not confer any rights to any Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded under the Contract. If the Contract, or coverage for any Member, is canceled for any reason or if the terms of the Contract are changed, we will notify the Named Member only. Coverage is not in effect unless and until all payments are received when due.	
<b>Insuring Company:</b> BETA Risk Management Authority 1443 Danville Boulevard Alamo, CA 94507			
<b>Certificate Number</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Retroactive Date *</b>
HCL-22-333	07/01/2022 at 12:01 a.m.	07/01/2023 at 12:01 a.m.	07/01/2004 at 12:01 a.m.
<b>Type of Coverage:</b> <input checked="" type="checkbox"/> Professional Liability - Claims Made and Reported <input checked="" type="checkbox"/> General Liability - Occurrence			
<b>Limits of Liability:</b> \$20,000,000 Per Claim \$30,000,000 Aggregate Per Contract Period		<b>Deductible:</b> \$5,000 Per Claim NONE Aggregate Per Contract Period	
<b>Description of Coverage:</b> Evidence of Healthcare Entity Professional Liability, Bodily Injury & Property Damage Liability, Personal Injury and Advertising Injury Liability, and Employee Benefit Liability coverage			
<b>Issue Date:</b> June 29, 2022			
<b>Certificate Holder:</b> FOR INFORMATION ONLY		<b>Authorized Representative:</b>  Michele D. Reager, CPCU Senior Director of Underwriting	

\* the retroactive date applies to claims made coverage only



# Monterey County

**Item No.32**

## Board Report

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

**Legistar File Number: A 22-415**

**August 23, 2022**

**Introduced:** 7/14/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15270 between the County of Monterey and Harmony at Home retroactive to July 1, 2022, for the provision of Prevention and Early Intervention Youth based teen success program, bullying prevention and intervention services which increases FY 2022-23 funding amount by \$264,000, and extends terms by one year and adds \$430,120 for FY 2023-24, for a new total Agreement amount not to exceed \$1,026,360 for the 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 or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15270 between the County of Monterey and Harmony at Home retroactive to July 1, 2022, for the provision of Prevention and Early Intervention Youth based teen success program, bullying prevention and intervention services which increases FY 2022-23 funding amount by \$264,000, and extends terms by one year and adds \$430,120 for FY 2023-24, for a new total Agreement amount not to exceed \$1,026,360 for the full-term of July 1, 2021 through June 30, 2024.

### SUMMARY/DISCUSSION:

As part of the Monterey County 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-15270 with Harmony at Home (HAH) 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, this amendment is retroactive to July 1, 2022, adds \$694,120 for FYs 2022-24 and extends the term of the agreement to June 30, 2024.

HAH's proposal consists of the expansion of their Teen Success Program to serve young mothers who become pregnant as teens and their children residing in South Monterey County. The goals for the program participants are: 1) complete high school and post-secondary education; and 2) develop the knowledge and skills to nurture their child's positive development. These goals are accomplished by a comprehensive array of services and supports focusing on the following: 1) educational navigation; 2) early childhood development; and 3) financial well-being, and health and wellness. This proposed Amendment No. 2 provides funds to serve an additional young mothers and their children by the end of FY 2023-24.

HAH has also added the Bullying Prevention (BP) program to educate the entire student body at designated school sites on different bullying prevention strategies in the form of staff and refresher trainings. The goal for this program is to: 1) help create an Anti-Bullying culture on every school campus by having a BP Coach/Specialist present; 2) bring the Upstander mentality to all students and faculty on campus; 3) educate teachers and staff on how to create safe bullying free classrooms; and 4) increase awareness amongst students and their families about bullying behaviors and tendencies. These goals are accomplished by providing a BP Coach/Specialist to: 1) provide training year- round at each of the four (4) Monterey County Behavioral Health designated schools; 2) help create/facilitate a Student Led Assembly; 3) coordinate with administrative school staff on dates to present the Student Led Assembly; 4) be present on campus for the full school day to provide support with on-the-spot interventions, classroom meetings, de-escalations and teacher coaching sessions; and 5) provide information on all things regarding bullying prevention and to collaborate with staff and campus counselors if a referral is to be made for bullying behaviors.

This proposed Amendment No. 2 provides funds to serve up to 800 students, 45 teachers, and 45 school administrative staff by the end of FY 2022-2024.

This work supports the Monterey County Health Department 2018-2022 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 provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller have reviewed and approved this Amendment as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Mental Health Services Act Prevention and Early Intervention funds. The funds for FY 2022-23 (\$264,000) have been included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Funds for FY 2023-24 (\$430,120) will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 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: Jacqueline A. Goetz, Management Analyst II, 755-4932

Approved by:

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

—  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No 2

Amendment No 1

Agreement



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-415**

**August 23, 2022**

**Introduced:** 7/14/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15270 between the County of Monterey and Harmony at Home retroactive to July 1, 2022, for the provision of Prevention and Early Intervention Youth based teen success program, bullying prevention and intervention services which increases FY 2022-23 funding amount by \$264,000, and extends terms by one year and adds \$430,120 for FY 2023-24, for a new total Agreement amount not to exceed \$1,026,360 for the 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 or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15270 between the County of Monterey and Harmony at Home retroactive to July 1, 2022, for the provision of Prevention and Early Intervention Youth based teen success program, bullying prevention and intervention services which increases FY 2022-23 funding amount by \$264,000, and extends terms by one year and adds \$430,120 for FY 2023-24, for a new total Agreement amount not to exceed \$1,026,360 for the full-term of July 1, 2021 through June 30, 2024.

SUMMARY/DISCUSSION:

As part of the Monterey County 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-15270 with Harmony at Home (HAH) 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, this amendment is retroactive to July 1, 2022, adds \$694,120 for FYs 2022-24 and extends the term of the agreement to June 30, 2024.

HAH's proposal consists of the expansion of their Teen Success Program to serve young mothers who become pregnant as teens and their children residing in South Monterey County. The goals for the program participants are: 1) complete high school and post-secondary education; and 2) develop the knowledge and skills to nurture their child's positive development. These goals are accomplished by a comprehensive array of services and supports focusing on the following: 1) educational navigation; 2) early childhood development; and 3) financial well-being, and health and wellness. This proposed Amendment No. 2 provides funds to serve an additional young mothers and their children by the end of FY 2023-24.

HAH has also added the Bullying Prevention (BP) program to educate the entire student body at designated school sites on different bullying prevention strategies in the form of staff and refresher trainings. The goal for this program is to: 1) help create an Anti-Bullying culture on every school campus by having a BP Coach/Specialist present; 2) bring the Upstander mentality to all students and faculty on campus; 3) educate teachers and staff on how to create safe bullying free classrooms; and 4) increase awareness amongst students and their families about bullying behaviors and tendencies. These goals are accomplished by providing a BP Coach/Specialist to: 1) provide training year-round at each of the four (4) Monterey County Behavioral Health designated schools; 2) help create/facilitate a Student Led Assembly; 3) coordinate with administrative school staff on dates to present the Student Led Assembly; 4) be present on campus for the full school day to provide support with on-the-spot interventions, classroom meetings, de-escalations and teacher coaching sessions; and 5) provide information on all things regarding bullying prevention and to collaborate with staff and campus counselors if a referral is to be made for bullying behaviors.

This proposed Amendment No. 2 provides funds to serve up to 800 students, 45 teachers, and 45 school administrative staff by the end of FY 2022-2024.

This work supports the Monterey County Health Department 2018-2022 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 provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and Auditor-Controller have reviewed and approved this Amendment as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Mental Health Services Act Prevention and Early Intervention funds. The funds for FY 2022-23 (\$264,000) have been included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Funds for FY 2023-24 (\$430,120) will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 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

Legistar File Number: A 22-415

---

services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Infrastructure:

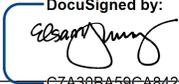
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

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: Jacqueline A. Goetz, Management Analyst II, 755-4932

Approved by:

 Date: 7/25/2022 | 9:47 AM PDT  
C7A30BA59CA8423...

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No 2

Amendment No 1

Agreement

**AMENDMENT NO. 2 TO AGREEMENT A-15270  
COUNTY OF MONTEREY & HARMONY AT HOME**

This Amendment No. 2 to Agreement A-15270 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Harmony at Home, hereinafter referred to as CONTRACTOR.

**WHEREAS**, on July 1, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15270, Amendment No. 1 dated September 1, 2021; and

**WHEREAS**, the COUNTY and CONTRACTOR request to amend the Agreement as specified below:

1. Add funding and services to Program 2: Teen Success for FYs 2022-24.
2. Add Program 3: Outreach and Engagement services and funding for FYs 2022-24.

**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 EXHIBIT-A1 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 \$694,120 for a revised total agreement amount not to exceed \$1,026,360.
8. A copy of AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the County on July 1, 2021.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 2 to Agreement A-15270 as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Manager

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

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

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form <sup>1</sup>

By: \_\_\_\_\_  
*DocuSigned by: Marina Pantale*  
County Counsel

Date: 7/7/2022 | 12:07 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By: \_\_\_\_\_  
*DocuSigned by: Jennifer Forsyth*  
Auditor/Controller

Date: 7/11/2022 | 8:54 AM PDT

Approved as to Liability Provisions<sup>3</sup>

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

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

**HARMONY AT HOME**

By: \_\_\_\_\_  
*DocuSigned by: Julianne Leavy*  
(Signature of Chair, President, or Vice-President)\*

Julianne Leavy, President/CEO  
Name and Title

Date: 7/6/2022 | 2:10 PM EDT

By: \_\_\_\_\_  
*DocuSigned by: Carol Kolb*  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Carol Kolb, Treasurer  
Name and Title

Date: 7/6/2022 | 10:56 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.

<sup>1</sup>Approval by County Counsel is required

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

**EXHIBIT A-2:  
PROGRAM DESCRIPTION**

---

**PROGRAM 1: STICK & STONES® SCHOOL-BASED COUNSELING PROGRAM**

**I. IDENTIFICATION OF PROVIDER**

Harmony At Home  
3785 Via Nona Marie #300 Carmel, CA 93923  
831-625-5160

Incorporation Status: Non-profit  
Type of Program: School-based  
Type of License(s): Marriage Family Therapy (MFT), MFT Intern, Licensed Clinical Social Worker (LCSW), Associate in Social Work Intern, and Pupil Personnel Services Credential Interns, supervised by MFT's & LCSW's

**II. POPULATION OF FOCUS**

Monterey County school-aged children who have been exposed to Adverse Childhood Experiences (ACES) and other trauma that impacts their mental health and wellbeing.

**III. PROGRAM DESCRIPTION**

A. The Sticks & Stones® School-Based Counseling Program is a prevention program for children exposed to violence and trauma in Monterey County. Harmony at Home's (HAH) mission is "to end the cycles of violence and abuse by empowering children and young adults with the knowledge, skills, and confidence to lead healthy and productive lives."

B. The Sticks & Stones® School-Based Counseling Program shall address the emotional trauma and related issues of children who have witnessed violence. This PEI program shall be delivered by the CONTRACTOR working in a non-traditional mental health setting to reduce the stigma that children may otherwise face as a result of having to endure the effects of being exposed to trauma. Psychosocial educational counseling or brief therapy in a group setting or individual basis will be provided to help prevent the development of serious emotional disturbance. Services will be provided virtually on an individual basis, if a child is not at school or in person at the school site either individually or in a small (3-5 people) group. Adjunctive family psycho-education and supports will be provided, on a limited basis, depending on the hours contracted with each school partner, to help parents/caregivers respond to the developmental needs of their children in a trauma-informed manner. Parent support services may be offered virtually or in person.

**IV. SCOPE OF WORK**

A. CONTRACTOR shall provide counseling services on school grounds and at an offsite location as it is deemed necessary, to address the emotional needs of children who have experienced trauma.

- B. CONTRACTOR shall work with parents/caregivers initially to obtain their authorization to serve their child and will also provide parent/caregivers with tools to help create a home environment that will foster a child's healthy psychological and emotional development.
- C. CONTRACTOR shall consult with parents/caregivers to assess and refer them to the appropriate support services to help them address their children's needs in relationship to the mental health services the child is receiving for trauma related issues.
- D. CONTRACTOR shall address domestic violence issues from the perspective of trauma-exposed children who are living in stressed families and are at risk of school failure or juvenile justice involvement.
- E. CONTRACTOR shall develop and maintain partnerships with Monterey County public schools, Monterey County Behavioral Health Bureau and local community-based organizations and shall link students in need of additional mental health services and supports through the referral system established at the school site where the student is enrolled.
- F. CONTRACTOR shall participate in planning for sustainability of the program in collaboration with key Behavioral Health staff and the PEI Coordinator.
- G. CONTRACTOR shall assure services are planned, provided and evaluated using practices that demonstrate the core values of the Mental Health Services Act, i.e. culturally and linguistically competent; consumer and family driven; integrated and coordinated service experience; wellness and recovery focused; strength-based and resiliency-building; timely and accessible.
- H. CONTRACTOR shall provide services to a minimum of 200 children each fiscal year and a minimum of 50 parent contacts and/or referrals.
- I. CONTRACTOR shall provide trauma-informed counseling services to students in Monterey County public schools in districts identified in collaboration with the Monterey County Behavioral Health. Districts will be selected based on factors indicating highest need, such as: service disparities and student demographics determining that the students to be served are members of an underserved cultural population. Underserved cultural populations is defined as: those who are unlikely to seek help from any traditional mental health service either because of stigma, lack of knowledge, or other barriers, such as members of ethnically/racially diverse communities, members of gay, lesbian, bisexual, transgender communities, etc., that seek non-traditional mental health services.
- J. CONTRACTOR shall provide identified districts with the following:
- Three (3) ten (10) week School-based Counseling program series over a thirty-four (34) week term. In each ten (10) week counseling program series a minimum of four (4) children shall be served, if services are provided in person. Services provided virtually are delivered on an individual basis.
  - The fourth program series consists of the Parent Education and Family Support services over the school term.

- K. CONTRACTOR shall assign a licensed clinician or qualified intern/trainee to each of the school sites being served.
- L. CONTRACTOR shall provide assessments determining the service needs of each referral and provide referrals to other services as needed.
- M. CONTRACTOR shall provide clinical supervision for CSU Monterey Bay Master of Social Work Program student interns who will enhance the level of counseling services available in the schools setting.

**V. PROGRAM GOALS**

- A. To improve child and/or youth overall functioning.
- B. To promote parent/caregiver involvement in meeting their child’s academic, social and psychological needs.
- C. To provide community resource information and referrals for children and families requiring additional mental health services.
- D. To prevent the future development of serious emotional disturbance and/or serious mental illness.
- E. To reduce stigma regarding domestic violence, mental illness and those who access mental health services.

**VI. REPORTING REQUIREMENTS**

CONTRACTOR shall meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and program outcomes.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH’s designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County’s ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

**VII. CONTRACT MONITOR**

Dana Edgull, LCSW  
Behavioral Health Services Manager II  
Prevention Manager  
Monterey County Health Department Behavioral Health  
Bureau  
1270 Natividad Rd.,  
Salinas CA 93906  
(831) 796-6110

**EXHIBIT A-2:  
PROGRAM DESCRIPTION**

---

**PROGRAM 2: TEEN SUCCESS, INC.**

**I. IDENTIFICATION OF PROVIDER**

Harmony At Home  
Monterey County Chapter of Teen Success, Inc.  
Administrative offices: 3758 Via Nona Marie, Ste 300, Carmel, CA  
831- 625-5160

**II. INCORPORATION STATUS**

501c3 Non-profit Corporation.

**III. PROGRAM NARRATIVE AND SERVICE DESCRIPTION**

**A. Program Narrative**

Teen Success, Inc. is a non-profit organization based out of Milpitas, California. Teen Success, Inc. partners with organizations throughout Central and Northern California to support young mothers and their children. Harmony At Home (HAH) is the partner agency and local chapter of the Teen Success, Inc. program in Monterey County. HAH's agreement with Teen Success Inc. is to implement the program with fidelity providing comprehensive, trauma-informed services for young women who become mothers as teens and their children, breaking two generations of poverty, and in some cases, abuse and neglect. Our young mothers have been through significant trauma in many areas of their lives. They now find themselves in a position to deeply impact a child, while also caring for and developing themselves as young women. These young mothers want a better life for themselves and their children.

The Teen Success program provides the access to supports and opportunities needed for two generations to thrive by empowering young mothers to complete high school and persist through post-secondary education and nurture their child's positive development to ensure the success of the whole family. The mission of Teen Success, Inc. is to help underserved teen mothers and their children become educated, self-sufficient, valued members of society. Teen Success, Inc. believes that education is the key factor in breaking the intergenerational cycle of poverty faced by young families and builds pathways to prosperity for two generations, i.e., young mothers and their children.

**B. Service Description**

**1. Services to be Provided**

- a. Advocates will work with each young family providing the following supports:

- i. Educational navigation: planning for and achieving educational goals through post-secondary while mitigating barriers to success and connecting resources needed to overcome challenges.
  - ii. Early childhood development: parenting skills, childhood development education, and emotional regulation skill building for mother and child.
  
  - iii. Financial well-being: development of financial literacy, building career skills, and connection to career resources.
  
  - iv. Health and wellness: health knowledge development and connection to physical, emotional, and mental health care resources for both mother and child.
- b. Methods of Service Provision:
- i. Advocates work with the young mothers (also referred to as “members”) once per week in groups, either virtually or in-person. \*
  - ii. Advocates meet individually for coaching sessions every week.
  - iii. Advocates provide members with diapers, baby clothes (funded by donations) healthy snacks, and various incentives such as gift cards to best support young mothers and their babies.
  - iv. Advocates provide transportation to doctors’ appointments, accompanying members to school counseling appointments and, for positive incentives, for example, field trips.
  - v. Advocates provide referrals for any services determined to be of benefit for each member; this would include referrals for physical health care and mental health support services. The Advocate follows up with the professional, obtaining necessary releases, to ensure that the member is receiving the most effective services for the identified needs.
  - vi. Advocates support members as they navigate through their college or career experience. Members in post-secondary education continue to receive individual coaching twice monthly. They are also eligible to receive an educational stipend of \$500 every six months, from our partner agency, to be used for expenses that support school attendance.
  - vii. Educational workshops, while open to all members, are focused on members in post-secondary education. These workshops are focused in areas to support continued life skill and knowledge building to ensure member success through and beyond postsecondary education.

\* Note: Currently coaching sessions are conducted virtually with a plan to resume to in-person support. When this occurs, Advocates will meet at the members’ high schools, go to their homes, meet at our offices, a park setting or a coffee shop, wherever the Advocates can most effectively connect with the members. Transportation and other in-person support

related to appointments will resume when feasible. Aforementioned services impacted by the COVID-19 pandemic and will be reinstated according to State and County Health Department guidelines.

**2. Program Capacity & Total Number Of Individuals To Be Served**

- a. During FY 2022-23 & 2023-24 (FY23 & FY24), CONTRACTOR shall provide services up to 45 Members and their children will be served. The number of children served will be based on family size and will range from 45-90.

**C. Program Goals**

- 1. Complete high school and post-secondary education.
- 2. Develop the knowledge and skills to nurture their child’s positive development.

**a) Expected Outcomes**

At completion of the program:

- 1. 85% of members will complete high school, or its equivalent, or will be on track towards graduation at program completion.
- 2. 75% of those members who have graduated from high school will persist through completion of a post-secondary degree or certificate.
- 3. 75% of members will demonstrate a decrease in parenting stress from the beginning of the program-to-program completion, as measured by the Parenting Stress Index (PSI)-4.
- 4. 85% of members’ children will meet age-appropriate developmental milestones as measured by the Ages and Stages Questionnaire (ASQ).

**b) Service Delivery Site(s) & Hours of Operation**

**1. Sites**

South Monterey County Joint Union High School District and Greenfield Union School District have offered space for HAH to implement services. Virtual platforms (as needed to comply with State and County Health Department COVID- 19 pandemic guidelines), Homes, Coffee Shops, and Parks within a safe and reasonable walking distance of each member. Monterey Peninsula and North Monterey County school sites TBD.

**2. Hours of Operation**

Advocates respond to members anytime during the workday (8AM to 5PM); in some cases of crisis, Advocates may respond after hours or on weekends. HAH’s staff are trained in resource management to determine appropriate interventions in the event of a crisis. Advocates are supported in maintaining clear boundaries around their availability to their members. Advocates provide field trip incentives which often occur over a 2–3-day period, in which case they are available 24/7 during those special events.

**IV. POPULATION/CATCHMENT AREA TO BE SERVED**

Young women who become mothers as teens and their children residing in Monterey Peninsula, North Monterey County and South Monterey County.

**V. MEETINGS/COMMUNICATIONS**

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

**VI. REPORTING REQUIREMENTS**

Monterey County Behavioral Health (MCBH) 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 at the email address of: [mcbh-eval@evalcorp.com](mailto:mcbh-eval@evalcorp.com).

**VII. DESIGNATED CONTRACT MONITOR**

Dana Edgull  
Behavioral Health Services Manager Prevention Manager  
Monterey County Health Department Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 796-6110

**EXHIBIT A-2:  
PROGRAM DESCRIPTION**

---

**PROGRAM 3: BULLYING PREVENTION**

**I. IDENTIFICATION OF PROVIDER**

Harmony At Home  
Monterey County Chapter of Teen Success, Inc.  
Administrative offices: 3758 Via Nona Marie, Ste 300, Carmel, CA  
831- 625-5160

**II. INCORPORATION STATUS**

501c3 Non-profit Corporation.

**III. PROGRAM NARRATIVE AND SERVICE DESCRIPTION**

**A. Program Narrative:**

The Bullying Prevention Program is a prevention program for children who have or are experiencing and/or participating in bullying or showing signs of bullying behaviors at school. Harmony At Home’s (HAH) mission is “to end the cycles of violence and abuse by empowering children and young adults with the knowledge, skills, and confidence to lead healthy and productive lives.”

The Bullying Prevention Program will provide a Bullying Prevention Coach/Specialist that shall address the emotional stress and fear that is being created on school campus by bullying behaviors. The Bullying Prevention Program shall educate the entire student body at designated school sites on different bullying prevention strategies in the form of staff trainings and refresher trainings. The Bullying Prevention Coach/Specialist help educate staff on defining what is bullying, the various bullying platforms, prevention, classroom meetings, and parent’s workshops. The Bullying Prevention Coach/Specialist will also facilitate a Student Led Assembly. The Student Led Assembly is a presentation created by a group of students which will meet for 12 weeks to develop said presentation on one or more topics surrounding bullying. The Student Led Assembly will then be delivered to the entire student body (Students, Teachers, Administrative Staff). The Bullying Prevention Coach/Specialist will also provide a full school day of on campus support to their designated school site once per week. While at the school site said Bullying Prevention Coach/Specialist will provide on the spot intervention support, classroom meeting support, parent workshops, staff refreshers, and a presence on campus for any questions surrounding Bullying.

## **B. Service Description**

### **1. Services to be Provided**

- a) BP Coach/Specialist will provide staff training year-round at each of the 4 MCBH designated schools.
- b) BP Coach/Specialist will help create/facilitate a Student Led Assembly
- c) BP Coach/Specialist will coordinate with administrative school staff dates to present the Student Led Assembly to the entire student body.
- d) BP Coach/Specialist will be present on campus for the full school day to provide support with on-the-spot interventions, classroom meetings, De-escalations, teacher coaching sessions, go for information on all things regarding bullying prevention.
- e) BP Coach/Specialist will collaborate with staff and campus counselors if a referral is to be made for bullying behaviors.

### **2. Program Capacity & Total Number of Individuals**

- a. During FY 2022-23 & 2023-24 (FY23 & FY 24) up to 800 students, 45 teachers, and 45 school administrative staff will be served

## **C. Program Goals**

1. Help create an Anti-bullying culture on every school campus we have a BP Coach/Specialist present.
2. Bring the Upstander mentality to all students and faculty on school campus.
3. Educate teachers and staff on how to create safe bullying free classrooms.
4. Increase awareness amongst students and their families about bullying behaviors and tendencies.

## **D. Expected Outcomes**

1. Reduce existing bullying problems amongst students and the student body.
2. By reducing bullying on campus, we hope to limit the number of referrals to the counselors due to bullying.
3. Educate 85% of the school body on how to be an upstander and the effects of bullying.
4. Empower students and teachers to stick up to bullying and reduce the amount of bullying behaviors on campus.
5. Prevent the development of new bullying problems and to achieve better peer relations at school and the community.

## **E. Service Delivery Site(s) & Hours of Operation**

### **1. Sites**

Yet to be determined by MCBH

### **2. Hours of Operation**

During school site hours, which can range between 7:30am – 4:00pm, In some cases, the BP Coach/Specialist will provide support/presentations after school hours or on weekends with prior approval from management.

#### **IV. POPULATION/CATCH AREA TO BE SERVED**

Entire Student Body including Students, Teachers, Administrative staff and families of those attending schools with a BP Coach/Specialist.

#### **V. MEETINGS/COMMUNICATIONS**

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

#### **VI. REPORTING REQUIREMENTS**

Monterey County Behavioral Health (MCBH) 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 at the email address of: [mcbh-eval@evalcorp.com](mailto:mcbh-eval@evalcorp.com).

#### **VII. DESIGNATED CONTRACT MONITOR**

Dana Edgull  
Behavioral Health Services Manager Prevention Manager  
Monterey County Health Department Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 796-6110

**EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS****I. PAYMENT TYPES**

Negotiated Rate up to the maximum contract amount.

**II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE**

<b>Program Description</b>	<b>Number of Service Months per Fiscal Year</b>	<b>Fiscal Year &amp; Monthly Rate</b>	<b>Fiscal Year Total Amount</b>
Program #1: School-Based Counseling	10	FY 2021-22 \$9,112	\$91,120
	10	FY 2022-2023 \$9,112	\$91,120
	10	FY 2023-2024 \$9,112	\$91,120

<b>Program Description</b>	<b>Number of Service Months per Fiscal Year</b>	<b>Fiscal Year &amp; Monthly Rate</b>	<b>Fiscal Year Total Amount</b>
Program #2: Teen Success	10	FY 2021-22 \$7,500	\$75,000
	12	FY 2022-2023 \$22,083.33	\$ 265,000
	12	FY 2023-2024 \$22,083.33	\$ 265,000

<b>Program Description</b>	<b>Number of Service Months per Fiscal Year</b>	<b>Fiscal Year &amp; Monthly Rate</b>	<b>Fiscal Year Total Amount</b>
Program #3: Bullying Prevention	10	FY 2022-2023 \$7,400	\$ 74,000
	10	FY 2023-2024 \$7,400	\$ 74,000

### III. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowances (CMA), which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY’S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section IV.

- B. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- C. 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 (30<sup>th</sup>) 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](mailto:MCHDBHFinance@co.monterey.ca.us)

- D. 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.
- E. 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.
- F. 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.
- G. 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 **\$1,026,360** for services rendered under this Agreement.
- B. Maximum Annual Liability:

<b>FISCAL YEAR</b>	<b>FUNDING SOURCE*</b>	<b>AMOUNT</b>
FY 2021-2022	Mental Health Services Act (MHSA) Prevention & Early Intervention (PEI) Funds	\$166,120
FY 2022-2023	MHSA PEI	\$ 430,120
FY 2023-2024	MHSA PEI	\$430,120
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>		<b>\$1,026,360</b>

\*The County reserves the right to adjust the funding sources as may be necessary during the term of the Agreement.

- 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.

#### V. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files,

contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

## **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 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."

## EXHIBIT G-2: Behavioral Health Invoice Form

		<b>Invoice Number :</b>	
<b>Contractor :</b>	Harmony At Home		
<b>Address Line 1</b>	3785 Via Nona Marie		<b>County PO No.:</b>
<b>Address Line 2</b>	Carmel, CA 93923		
		<b>Invoice Period :</b>	
<b>Tel. No.:</b>	831-625-5160		
<b>Fax No.:</b>	866-280-0931		
<b>Contract Term:</b>	July 1, 2022 - June 30, 2024		<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>
<b>BH Division :</b>	Mental Health Services		<b>BH Control Number</b>

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- School-Based Counseling (Sticks & Stones): 10 months of service at \$9,112/month for an annual Fiscal Year (FY 2022-23) total not to exceed \$91,120	\$ 91,120			\$ 91,120	100%
Program #2-Teen Success, Inc.: 12 months of service at \$22,083.33/month for an annual Fiscal Year (FY 2022-23) total not to exceed \$265,000	\$ 265,000			\$ 490,000	100%
Program #3-Bullying Prevention: 10 months of service at \$7,400/month for an annual Fiscal Year (FY 2022-23) total not to exceed \$74,000	\$ 74,000			\$ 74,000	100%
<b>TOTALS</b>	<b>\$ 430,120</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 430,120</b>	

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:	<a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>
----------	--

Behavioral Health Authorization for Payment	
Authorized Signatory	Date

## EXHIBIT G-2: Behavioral Health Invoice Form

	<b>Invoice Number :</b> <input style="width: 90%;" type="text"/>
<b>Contractor :</b> Harmony at Home	
<b>Address Line 1</b> 3785 Via Nona Marie	<b>County PO No.:</b> <input style="width: 90%;" type="text"/>
<b>Address Line 2</b> Carmel, CA 93923	
	<b>Invoice Period :</b> <input style="width: 90%;" type="text"/>
<b>Tel. No.:</b> 831-625-5160	
<b>Fax No.:</b> 866-280-0931	
<b>Contract Term:</b> July 1, 2022 - June 30, 2024	<b>Final Invoice :</b> (Check if Yes) <input style="width: 50px;" type="checkbox"/>
<b>BH Division :</b> Mental Health Services	<b>BH Control Number</b> <input style="width: 150px;" type="text"/>

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-School-Based Counseling (Sticks & Stones): 10 months of service at \$9,112/month for an annual Fiscal Year (FY 2023-24) total not to exceed \$91,120	\$ 91,120			\$ 91,120	100%
Program #2-Teen Success, Inc.: 12 months of service at \$22,083.33/month for an annual Fiscal Year (FY 2023-24) total not to exceed \$265,000	\$ 265,000			\$ 245,000	100%
Program #3-Bullying Prevention: 10 months of service at \$7,400/month for an annual Fiscal Year (FY 2023-24) total not to exceed \$74,000	\$ 74,000			\$ 74,000	100%
<b>TOTALS</b>	<b>\$ 430,120</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 430,120</b>	

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

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

Send to:	<a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>

Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____



**EXHIBIT H-2-Revenue and Expenditure Summary  
Program 2- Teen Success, Inc.**

Harmony at Home					
REVENUE AND EXPENDITURE SUMMARY					
For Monterey County - Behavioral Health					
Fiscal Year 2022-24					
PROGRAM: Teen Success, Inc. (Program 2)	Estimated FY 2022-23	Estimated FY 2023-24	Requested FY 2022-23	Variance (FY23 v. FY24)	
<b>A. PROGRAM REVENUES</b>					
<b>Monterey County Funds Requested:</b>					
Cash Flow Advances					
MHSA - PEI	\$ 265,000	\$ 265,000	\$ 265,000	\$ -	
<b>Total Requested Monterey County Funds</b>	<b>\$ 265,000</b>	<b>\$ 265,000</b>	<b>\$ 265,000</b>	<b>\$ -</b>	
<b>Other Program Revenues</b>	<b>\$ 210,000</b>	<b>\$ 233,750</b>	<b>\$ 210,000</b>	<b>\$ (23,750)</b>	
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>	<b>\$ 475,000</b>	<b>\$ 498,750</b>	<b>\$ 475,000</b>	<b>\$ (23,750)</b>	
<b>B. ALLOWABLE PROGRAM EXPENDITURES</b>					
<b>1 Program Expenditures</b>					
2 Salaries and wages	\$ 369,607	\$ 388,087	\$ 369,607	\$ (18,480)	
3 Payroll taxes	\$ 27,193	\$ 28,581	\$ 27,193	\$ (1,388)	
4 Employee benefits	\$ 14,400	\$ 15,106	\$ 14,400	\$ (706)	
5 Workers Compensation					
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					
8 Flexible Client Spending (please provide supporting documents)					
9 Client Transportation Costs and staff mileage	\$ 14,400	\$ 15,106	\$ 14,400	\$ (706)	
10 Employee Travel and Conference					
11 Staff Training	\$ 2,400	\$ 2,520	\$ 2,400	\$ (120)	
12 Communication Costs	\$ 5,000	\$ 5,250	\$ 5,000	\$ (250)	
13 Utilities					
14 Cleaning and Janitorial					
15 Insurance and Indemnity					
16 Maintenance and Repairs - Buildings					
17 Maintenance and Repairs - Equipment					
18 Printing and Publications					
19 Memberships, Subscriptions and Dues					
20 Program Supplies	\$ 30,000	\$ 31,500	\$ 30,000	\$ (1,500)	
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	\$ 1,500	\$ 1,575	\$ 1,500	\$ (75)	
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) MEALS; DRUG SCREE	\$ 10,500	\$ 11,025	\$ 10,500	\$ (525)	
<b>33 Total Program Expenditures</b>	<b>\$ 475,000</b>	<b>\$ 498,750</b>	<b>\$ 475,000</b>	<b>\$ (23,750)</b>	
<b>34 Administrative Expenditures</b>					
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)					
<b>60 Total Administrative Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
61 Depreciation Expense					
<b>62 Total Allowable Program Expenditures</b>	<b>\$ 475,000</b>	<b>\$ 498,750</b>	<b>\$ 475,000</b>	<b>\$ (23,750)</b>	

**EXHIBIT H-2-Revenue and Expenditure Summary  
Program 3- Bullying Prevention**

Harmony at Home				
REVENUE AND EXPENDITURE SUMMARY				
For Monterey County - Behavioral Health				
Fiscal Year 2022-24				
PROGRAM: Bullying Prevention (Program 3)				
	Estimated FY 2022-23	Estimated FY 2023-24	Requested FY 2022-23	Variance (FY23 v. FY24)
<b>A. PROGRAM REVENUES</b>				
Monterey County Funds Requested:				
Cash Flow Advances				
MHSA - PEI	\$ 74,000	\$ 74,000	\$ 74,000	\$ -
<b>Total Requested Monterey County Funds</b>	<b>\$ 74,000</b>	<b>\$ 74,000</b>	<b>\$ 74,000</b>	<b>\$ -</b>
<b>Other Program Revenues</b>	<b>\$ 256,840</b>	<b>\$ 273,382</b>	<b>\$ 256,840</b>	<b>\$ (16,542)</b>
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>	<b>\$ 330,840</b>	<b>\$ 347,382</b>	<b>\$ 330,840</b>	<b>\$ (16,542)</b>
<b>B. ALLOWABLE PROGRAM EXPENDITURES</b>				
<b>1 Program Expenditures</b>				
2 Salaries and wages	\$ 268,294	\$ 281,709	\$ 268,294	\$ (13,415)
3 Payroll taxes	\$ 24,950	\$ 25,984	\$ 24,950	\$ (1,034)
4 Employee benefits	\$ 10,000	\$ 10,500	\$ 10,000	\$ (500)
5 Workers Compensation				
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				
8 Flexible Client Spending (please provide supporting documents)				
9 Client Transportation Costs and staff mileage	\$ 6,000	\$ 6,300	\$ 6,000	\$ (300)
10 Employee Travel and Conference				
11 Staff Training	\$ 5,096	\$ 5,351	\$ 5,096	\$ (255)
12 Communication Costs	\$ 1,200	\$ 1,260	\$ 1,200	\$ (60)
13 Utilities				
14 Cleaning and Janitorial				
15 Insurance and Indemnity				
16 Maintenance and Repairs - Buildings				
17 Maintenance and Repairs - Equipment				
18 Printing and Publications	\$ -	\$ -	\$ -	\$ -
19 Memberships, Subscriptions and Dues				
20 Program Supplies	\$ 3,000	\$ 3,150	\$ 3,000	\$ (150)
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	\$ 9,300	\$ 9,765	\$ 9,300	\$ (465)
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) MEALS, DRUG SCRE	\$ 3,000	\$ 3,363	\$ 3,000	\$ (363)
<b>33 Total Program Expenditures</b>	<b>\$ 330,840</b>	<b>\$ 347,382</b>	<b>\$ 330,840</b>	<b>\$ (16,542)</b>
<b>34 Administrative Expenditures</b>				
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 <b>Total Administrative Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
61 Depreciation Expense				
<b>62 Total Allowable Program Expenditures</b>	<b>\$ 330,840</b>	<b>\$ 347,382</b>	<b>\$ 330,840</b>	<b>\$ (16,542)</b>

**AMENDMENT NO. 1 TO AGREEMENT A-15270  
COUNTY OF MONTEREY & HARMONY AT HOME**

**THIS AMENDMENT** is made to the AGREEMENT A-15270 for school-based counseling services for children who have been exposed to Adverse Childhood Experiences and other trauma that impacts their mental health and wellbeing, by and between **HARMONY AT HOME**, 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 add the “Teen Success” program to provide comprehensive, trauma-informed services for young women who become mothers as teens and their children, revise the Program Description, Payment and Billing Provisions, Behavioral Health Invoice Form, and Revenue & Expenditure Summary Exhibits, and to incorporate the County’s updated Business Associate Agreement into the Agreement.

**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 PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. EXHIBIT F-1 BUSINESS ASSOCIATE AGREEMENT replaces EXHIBIT F. All references in the Agreement to EXHIBIT F shall be construed to refer to EXHIBIT F-1.
4. 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.
5. EXHIBIT H-1 REVENUE & EXPENDITURE SUMMARY replaces EXHIBIT H. All references in the Agreement to EXHIBIT H shall be construed to refer to EXHIBIT H-1.
6. 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.
7. This Amendment is effective September 1, 2021.
8. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 25, 2021.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-15270 as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Contracts/Purchasing Manager

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

By:  \_\_\_\_\_  
DocuSigned by:  
C7A30BA59CA8423...  
Department Head (if applicable)

Date: 9/2/2021 | 5:38 PM PDT

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

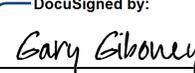
Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:  \_\_\_\_\_  
DocuSigned by:  
65EE9F1502BD412...  
County Counsel

Date: 7/29/2021 | 5:11 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By:  \_\_\_\_\_  
DocuSigned by:  
D3834BEEF1D844C...  
Auditor/Controller

Date: 7/29/2021 | 5:13 PM PDT

Approved as to Liability Provisions<sup>3</sup>

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

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

**HARMONY AT HOME**

By: \_\_\_\_\_  
DocuSigned by:  
Contractor's Business Name\*  
Susan Prest  
8FDDDCB9559F4DC...  
(Signature of Chair, President, or Vice-President)\*

Susan Prest, President  
Name and Title

Date: 7/23/2021 | 9:40 AM PDT

By:  \_\_\_\_\_  
DocuSigned by:  
7E180EB7D30E476...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Carol Kolb, Treasurer  
Name and Title

Date: 7/26/2021 | 10:19 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.

<sup>1</sup>Approval by County Counsel is required

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

**EXHIBIT A-1:  
PROGRAM DESCRIPTION**

---

**PROGRAM ONE: Sticks & Stones**

**I. IDENTIFICATION OF PROVIDER**

Harmony at Home  
3785 Via Nona Marie #300  
Carmel, CA 93923  
831-625-5160

Incorporation Status: Non-profit  
Type of Program: School-based  
Type of License(s): Marriage Family Therapy (MFT), MFT Intern, Licensed Clinical Social Worker (LCSW), Associate in Social Work Intern, and Pupil Personnel Services Credential Interns, supervised by MFT's & LCSW's

**II. POPULATION OF FOCUS**

Monterey County school-aged children who have been exposed to Adverse Childhood Experiences (ACES) and other trauma that impacts their mental health and wellbeing.

**III. PROGRAM DESCRIPTION**

- A. The Sticks & Stones Program is a prevention program for children exposed to violence and trauma in Monterey County. Harmony at Home's (HAH) mission is "to end the cycles of violence and abuse by empowering children and young adults with the knowledge, skills, and confidence to lead healthy and productive lives."
  
- B. The School-Based Counseling Program shall address the emotional trauma and related issues of children who have witnessed violence. This PEI program shall be delivered by the CONTRACTOR working in a non-traditional mental health setting to reduce the stigma that children may otherwise face as a result of having to endure the effects of being exposed to trauma. Psychosocial educational counseling or brief therapy in a group setting or individual basis will be provided to help prevent the development of serious emotional disturbance. Services will be provided virtually on an individual basis, if a child is not at school or in person at the school site either individually or in a small (3-5 people) group. Adjunctive family psycho-education and supports will be provided, on a limited basis, depending on the hours contracted with each school partner, to help parents/caregivers respond to the developmental needs of their children in a trauma-informed manner. Parent support services may be offered virtually or in person.

#### **IV. SCOPE OF WORK**

- A. CONTRACTOR shall provide counseling services on school grounds and at an offsite location as it is deemed necessary, to address the emotional needs of children who have experienced trauma.
- B. CONTRACTOR shall work with parents/caregivers initially to obtain their authorization to serve their child and will also provide parent/caregivers with tools to help create a home environment that will foster a child's healthy psychological and emotional development.
- C. CONTRACTOR shall consult with parents/caregivers to assess and refer them to the appropriate support services to help them address their children's needs in relationship to the mental health services the child is receiving for trauma related issues.
- D. CONTRACTOR shall address domestic violence issues from the perspective of trauma-exposed children who are living in stressed families and are at risk of school failure or juvenile justice involvement.
- E. CONTRACTOR shall develop and maintain partnerships with Monterey County public schools, Monterey County Behavioral Health Bureau and local community-based organizations and shall link students in need of additional mental health services and supports through the referral system established at the school site where the student is enrolled.
- F. CONTRACTOR shall participate in planning for sustainability of the program in collaboration with key Behavioral Health staff and the PEI Coordinator.
- G. CONTRACTOR shall assure services are planned, provided and evaluated using practices that demonstrate the core values of the Mental Health Services Act, i.e. culturally and linguistically competent; consumer and family driven; integrated and coordinated service experience; wellness and recovery focused; strength-based and resiliency-building; timely and accessible.
- H. CONTRACTOR shall provide services to a minimum of 200 children each fiscal year and a minimum of 50 parent contacts and/or referrals.
- I. CONTRACTOR shall provide trauma-informed counseling services to students in Monterey County public schools in districts identified in collaboration with the Monterey County Behavioral Health. Districts will be selected based on factors indicating highest need, such as: service disparities and student demographics determining that the students to be served are members of an underserved cultural population. Underserved cultural populations is defined as: those who are unlikely to seek help from any traditional mental health service either because of stigma, lack of knowledge, or other barriers, such as members of ethnically/racially diverse communities, members of gay, lesbian, bisexual, transgender communities, etc., that seek non-traditional mental health services.

- J. CONTRACTOR shall provide identified districts with the following:
- Three (3) ten (10) week School-based Counseling program series over a thirty-four (34) week term. In each ten (10) week counseling program series a minimum of four (4) children shall be served, if services are provided in person. Services provided virtually are delivered on an individual basis.
  - The fourth program series consists of the Parent Education and Family Support services over the school term.
- K. CONTRACTOR shall assign a licensed clinician or qualified intern/trainee to each of the school sites being served.
- L. CONTRACTOR shall provide assessments determining the service needs of each referral and provide referrals to other services as needed.
- M. CONTRACTOR shall provide clinical supervision for CSU Monterey Bay Master of Social Work Program student interns who will enhance the level of counseling services available in the schools setting.

**V. PROGRAM GOALS**

- A. To improve child and/or youth overall functioning.
- B. To promote parent/caregiver involvement in meeting their child’s academic, social and psychological needs.
- C. To provide community resource information and referrals for children and families requiring additional mental health services.
- D. To prevent the future development of serious emotional disturbance and/or serious mental illness.
- E. To reduce stigma regarding domestic violence, mental illness and those who access mental health services.

**VI. REPORTING REQUIREMENTS**

CONTRACTOR shall meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and program outcomes.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH’s designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County’s ongoing PEI Program Evaluation process, these required program data and outcome reporting

requirements may be revised to assure compliance with State PEI regulations.

**VII. CONTRACT MONITOR**

Dana Edgull, LCSW  
Behavioral Health Services Manager II  
Prevention Manager  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd., Salinas CA 93906  
(831) 796-6110

*(the remainder of this page is intentionally left blank)*

## **EXHIBIT A: PROGRAM DESCRIPTION**

---

### **PROGRAM TWO: Teen Success**

#### **I. IDENTIFICATION OF PROVIDER**

Harmony at Home  
Monterey County Chapter of Teen Success, Inc.  
Administrative offices: 3758 Via Nona Marie, Ste 300, Carmel, CA  
831-625-5160

#### **II. INCORPORATION STATUS**

501c3 Non-profit Corporation.

#### **III. PROGRAM NARRATIVE AND SERVICE DESCRIPTION**

##### **A. Program Narrative**

Teen Success, Inc. is a non-profit organization based out of Milpitas, California. Teen Success, Inc. partners with organizations throughout Central and Northern California to support young mothers and their children. Harmony At Home (HAH) is the partner agency and local chapter of the Teen Success, Inc. program in Monterey County. HAH's agreement with Teen Success Inc. is to implement the program with fidelity providing comprehensive, trauma-informed services for young women who become mothers as teens and their children, breaking two generations of poverty, and in some cases, abuse and neglect. Our young mothers have been through significant trauma in many areas of their lives. They now find themselves in a position to deeply impact a child, while also caring for and developing themselves as young women. These young mothers want a better life for themselves and their children.

The Teen Success program provides the access to supports and opportunities needed for two generations to thrive by empowering young mothers to complete high school and persist through post-secondary education and nurture their child's positive development to ensure the success of the whole family. The mission of Teen Success, Inc. is to help underserved teen mothers and their children become educated, self-sufficient, valued members of society. Teen Success, Inc. believes that education is the key factor in breaking the intergenerational cycle of poverty faced by young families and builds pathways to prosperity for two generations, i.e., young mothers and their children.

##### **B. Service Description**

###### **1. Services to be Provided**

- a. Advocates will work with each young family providing the following supports:
  - i. Educational navigation: planning for and achieving educational goals through post-secondary while mitigating barriers to success and connecting resources needed to overcome challenges.
  - ii. Early childhood development: parenting skills, childhood development education, and emotional regulation skill building for mother and child.
  - iii. Financial well-being: development of financial literacy, building career skills, and connection to career resources.
  - iv. Health and wellness: health knowledge development and connection to physical, emotional, and mental health care resources for both mother and child.

b. Methods of Service Provision:

- i. Advocates work with the young mothers (also referred to as “members”) once per week in groups, either virtually or in-person. \*
- ii. Advocates meet individually for coaching sessions every week.
- iii. Advocates provide members with diapers, baby clothes (funded by donations) healthy snacks, and various incentives such as gift cards to best support young mothers and their babies.
- iv. Advocates provide transportation to doctors’ appointments, accompanying members to school counseling appointments and, for positive incentives, for example, field trips.
- v. Advocates provide referrals for any services determined to be of benefit for each member; this would include referrals for physical health care and mental health support services. The Advocate follows up with the professional, obtaining necessary releases, to ensure that the member is receiving the most effective services for the identified needs.
- vi. Advocates support members as they navigate through their college or career experience. Members in post-secondary education continue to receive individual coaching twice monthly. They are also eligible to receive an educational stipend of \$500 every six months, from our partner agency, to be used for expenses that support school attendance.
- vii. Educational workshops, while open to all members, are focused on members in post-secondary education. These workshops are focused in areas to support continued life skill and knowledge building to ensure member success through and beyond postsecondary education.

\* Note: Currently coaching sessions are conducted virtually with a plan to resume to in-person support. When this occurs, Advocates will meet at the members’ high schools, go to their homes, meet at our offices, a park setting or a coffee shop,

wherever the Advocates can most effectively connect with the members. Transportation and other in-person support related to appointments will resume when feasible. Aforementioned services impacted by the COVID-19 pandemic and will be reinstated according to State and County Health Department guidelines.

**2. Program Capacity & Total Number Of Individuals To Be Served**

- A. During FY 2021-22 (FY22), 12 Members and their children will be served.
- B. During FY 2022-23 (FY23), an estimated 6 additional new Members and their children will be served.
- C. During the FY22 & FY23 period, an estimated total of 36 individuals (members and their children) will be served.

**C. Program Goals**

- 1. Complete high school and post-secondary education.
- 2. Develop the knowledge and skills to nurture their child’s positive development.

**D. Expected Outcomes**

At completion of the program:

- 1. 85% of members will complete high school, or its equivalent, or will be on track towards graduation at program completion.
- 2. 75% of those members who have graduated from high school will persist through completion of a post-secondary degree or certificate.
- 3. 75% of members will demonstrate a decrease in parenting stress from the beginning of the program to program completion, as measured by the Parenting Stress Index (PSI)-4.
- 4. 85% of members’ children will meet age-appropriate developmental milestones as measured by the Ages and Stages Questionnaire (ASQ).

**E. Service Delivery Site(s) & Hours of Operation**

**1. Sites**

South Monterey County Joint Union High School District and Greenfield Union School District have offered space for HAH to implement services. Virtual platforms (as needed to comply with State and County Health Department COVID-

19 pandemic guidelines), Homes, Coffee Shops, and Parks within a safe and reasonable walking distance of each member.

**2. Hours Of Operation**

Advocates respond to members anytime during the workday (8AM to 5PM); in some cases of crisis, Advocates may respond after hours or on weekends. HAH’s staff are trained in resource management to determine appropriate interventions in the event of a crisis. Advocates are supported in maintaining clear boundaries around their availability to their members. Advocates provide field trip incentives which often occur over a 2–3-day period, in which case they are available 24/7 during those special events.

**IV. POPULATION/CATCHMENT AREA TO BE SERVED**

Young women who become mothers as teens and their children residing in South Monterey County.

**V. MEETINGS/COMMUNICATIONS**

CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on member and program outcomes; oversee contract implementation; and evaluate, program effectiveness, issues, and recommendations.

**VI. REPORTING REQUIREMENTS**

Monterey County Behavioral Health (MCBH) 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 at the email address of: [mcbh-eval@evalcorp.com](mailto:mcbh-eval@evalcorp.com).

**VII. DESIGNATED CONTRACT MONITOR**

Dana Edgull  
Behavioral Health Services Manager  
Prevention Manager  
Monterey County Health Department  
Behavioral Health Bureau

1270 Natividad Rd.  
Salinas, CA 93906  
(831) 796-6110  
edgulldr@co.monterey.ca.us

*(the remainder of this page is intentionally left blank)*

**EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS****I. PAYMENT TYPES**

Negotiated Rate up to the maximum contract amount.

**II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE**

<b>Program Description</b>	<b>Number of Service Months per Fiscal Year</b>	<b>Fiscal Year &amp; Monthly Rate</b>	<b>Fiscal Year Total Amount</b>
Program #1: School-Based Counseling	10	FY 2021-22 \$9,112	\$91,120
		FY 2022-23 \$9,112	\$91,120

<b>Program Description</b>	<b>Number of Service Months per Fiscal Year</b>	<b>Fiscal Year &amp; Monthly Rate</b>	<b>Fiscal Year Total Amount</b>
Program #2: Teen Success	10	FY 2021-22 \$7,500	\$ 75,000
	12	FY 2022-23 \$6,250	\$ 75,000

**III. PAYMENT CONDITIONS**

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such

services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section IV.

- B. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- C. 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 (30<sup>th</sup>) 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](mailto:MCHDBHFinance@co.monterey.ca.us)

- D. 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.

- E. 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.
- F. 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.
- G. 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 **\$332,240** for services rendered under this Agreement.
- B. Maximum Annual Liability:

<b>FISCAL YEAR</b>	<b>FUNDING SOURCE*</b>	<b>AMOUNT</b>
FY 2021-2022	Mental Health Services Act (MHSA) Prevention & Early Intervention (PEI) Funds	\$ 166,120
FY 2022-2023	MHSA PEI Funds	\$166,120
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>		<b>\$332,240</b>

\*The County reserves the right to adjust the funding sources as may be necessary during the term of the Agreement.

- 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.

## V. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**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 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."

## 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 Harmony at Home (“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.

*May 2021*

(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

May 2021

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;

*May 2021*

(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, inspect, 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;

*May 2021*

(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

*May 2021*

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.

*May 2021*

**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.

*May 2021*

**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:

Harmony at Home  
Attn: Julianne Leavy, Executive Director  
3785 Via Nona Marie  
Carmel, CA 93923  
Phone: 831-625-5160  
Fax: 866-280-0931  
Email: julianne@harmony-at-home.org

If to Covered Entity, to:

County of Monterey Health Department  
Attn: Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018  
Fax: 831-755-4797  
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the 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.

*May 2021*

**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:   
C7A30BA59CA8423...  
Print Name Elsa M. Jimenez  
Print Title Director of Health  
Date: 9/2/2021 | 5:38 PM PDT

By:   
F5A9CF74529E4E2...  
Print Name: Julianne Leavy, LFMT  
Print Title: Executive Director  
Date: 7/23/2021 | 11:49 AM EDT

## EXHIBIT G-1: Behavioral Health Invoice Form

<b>Contractor :</b> Harmony At Home	<b>Invoice Number :</b> <input style="width: 90%;" type="text"/>
<b>Address Line 1</b> 3785 Via Nona Marie	<b>County PO No.:</b> <input style="width: 90%;" type="text"/>
<b>Address Line 2</b> Carmel, CA 93923	
<b>Tel. No.:</b> 831-625-5160	<b>Invoice Period :</b> <input style="width: 90%;" type="text"/>
<b>Fax No.:</b> 866-280-0931	
<b>Contract Term:</b> July 1, 2021 - June 30, 2023	<b>Final Invoice :</b> (Check if Yes) <input style="width: 50px;" type="checkbox"/>
<b>BH Division :</b> Mental Health Services	<b>BH Control Number</b> <input style="width: 150px;" type="text"/>

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
Program #1: Sticks & Stones. 10 months of service at \$9,112/month for an annual Fiscal Year total not to exceed \$91,120	\$ 91,120			\$ 91,120	100%
Program #2: Teen Success, beginning September 1, 2021; 10 months of service at \$7,500/month for an annual Fiscal Year total not to exceed \$75,000	\$ 75,000			\$ 75,000	100%
<b>TOTALS</b>	\$ 166,120	\$ -	\$ -	\$ 166,120	

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

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

<b>Send to:</b>	<a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>
-----------------	--

Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____

## EXHIBIT G-1: Behavioral Health Invoice Form

<b>Contractor :</b> Harmony at Home	<b>Invoice Number :</b> <input style="width: 90%;" type="text"/>
<b>Address Line 1</b> 3785 Via Nona Marie	<b>County PO No.:</b> <input style="width: 90%;" type="text"/>
<b>Address Line 2</b> Carmel, CA 93923	
<b>Tel. No.:</b> 831-625-5160	<b>Invoice Period :</b> <input style="width: 90%;" type="text"/>
<b>Fax No.:</b> 866-280-0931	
<b>Contract Term:</b> July 1, 2021 - June 30, 2023	<b>Final Invoice :</b> (Check if Yes) <input style="width: 50px;" type="checkbox"/>
<b>BH Division :</b> Mental Health Services	<b>BH Control Number</b> <input style="width: 150px;" type="text"/>

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: Sticks & Stones. 10 months of service at \$9,112/month for an annual Fiscal Year total not to exceed \$91,120	\$ 91,120			\$ 91,120	100%
Program #2: Teen Success, 12 months of service at \$6,250/month for an annual Fiscal Year total not to exceed \$75,000	\$ 75,000			\$ 75,000	
<b>TOTALS</b>	\$ 166,120	\$ -	\$ -	\$ 166,120	

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

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

<b>Send to:</b>	<a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>

Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____

**Harmony at Home**  
**REVENUE AND EXPENDITURE SUMMARY**  
**For Monterey County - Behavioral Health**

**Fiscal Year 2021-22**

**PROGRAM: Sticks & Stones\_School-Based Counseling Services for Children Exposed to Violence and Trauma**

	Actual FY 2019-20	Estimated FY 2020-21	Requested FY 2021-22	Variance (FY21 v. FY22)
<b>A. PROGRAM REVENUES</b>				
<b>Monterey County Funds Requested:</b>				
Cash Flow Advances				
MHSA - PEI	\$ 91,120	\$ 91,120	\$ 91,120	\$ -
<b>Total Requested Monterey County Funds</b>	<b>\$ 91,120</b>	<b>\$ 91,120</b>	<b>\$ 91,120</b>	<b>\$ -</b>
<b>Other Program Revenues</b>	<b>\$ 1,195,726</b>	<b>\$ 843,155</b>	<b>\$ 1,126,052</b>	<b>\$ 282,897</b>
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>	<b>\$ 1,286,846</b>	<b>\$ 934,275</b>	<b>\$ 1,217,172</b>	<b>\$ 282,897</b>
<b>B. ALLOWABLE PROGRAM EXPENDITURES</b>				
<b>1 Program Expenditures</b>				
2 Salaries and wages	\$ 938,562	\$ 758,061	\$ 906,422	\$ 148,361
3 Payroll taxes	\$ 82,576	\$ 66,695	\$ 72,514	\$ 5,819
4 Employee benefits	\$ 21,000	\$ 24,816	\$ 36,000	\$ 11,184
5 Workers Compensation				
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				
8 Flexible Client Spending (please provide supporting documents)				
9 Client Transportation Costs and staff mileage	\$ 6,065	\$ 1,400	\$ 5,000	\$ 3,600
10 Employee Travel and Conference				
11 Staff Training	\$ 9,243	\$ 1,100	\$ 10,000	\$ 8,900
12 Communication Costs	\$ 2,630	\$ 2,500	\$ 3,000	\$ 500
13 Utilities				
14 Cleaning and Janitorial				
15 Insurance and Indemnity				
16 Maintenance and Repairs - Buildings				
17 Maintenance and Repairs - Equipment				
18 Printing and Publications	\$ -	\$ -	\$ 3,000	\$ 3,000
19 Memberships, Subscriptions and Dues				
20 Office Supplies	\$ 14,030	\$ 3,600	\$ 9,000	\$ 5,400
21 Postage and Mailing	\$ 81	\$ 450	\$ 900	\$ 450
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))	\$ 4,500	\$ 2,803	\$ 3,652	\$ 849
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$ -	\$ -	\$ -	\$ -
25 Rent and Leases - building and improvements	\$ 20,548	\$ 13,200	\$ 18,000	\$ 4,800
26 Rent and Leases - equipment	\$ -	\$ -	\$ -	\$ -
27 Taxes and assessments	\$ -	\$ -	\$ -	\$ -
28 Interest in Bonds	\$ -	\$ -	\$ -	\$ -

		Actual FY 2019-20	Estimated FY 2020-21	Requested FY 2021-22	Variance (FY21 v. FY22)
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)	\$ 300	\$ -	\$ -	\$ -
32	Miscellaneous (please provide details)	\$ 3,603	\$ 1,653	\$ 6,000	\$ 4,347
33	<b>Total Program Expenditures</b>	<b>\$ 1,103,138</b>	<b>\$ 876,278</b>	<b>\$ 1,073,488</b>	<b>\$ 197,210</b>
<b>34 Administrative Expenditures</b>					
35	Salaries and wages (please include personnel and contract administration)	\$ 34,360	\$ 18,759	\$ 114,200	\$ 95,441
36	Payroll taxes	\$ 3,023	\$ 1,650	\$ 9,136	\$ 7,486
37	Employee benefits	\$ 5,250	\$ 6,204	\$ 9,000	\$ 2,796
38	Workers Compensation	\$ 6,461	\$ 6,500	\$ 9,000	\$ 2,500
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	\$ 6,630	\$ 4,500	\$ 6,153	\$ 1,653
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	<b>Total Administrative Expenditures</b>	<b>\$ 55,724</b>	<b>\$ 37,613</b>	<b>\$ 147,489</b>	<b>\$ 109,876</b>
61	Depreciation Expense				
62	<b>Total Allowable Program Expenditures</b>	<b>\$ 1,158,862</b>	<b>\$ 913,891</b>	<b>\$ 1,220,977</b>	<b>\$ 307,086</b>

**HARMONY AT HOME**  
**BUDGET AND EXPENDITURE SUMMARY**  
**For Monterey County - Behavioral Health**  
**FY22 & FY 23**

**PROGRAM: Teen Success**

		FY 2021-22	FY 2022-23
<b>A. PROGRAM REVENUES</b>			
Requested Monterey County Funds		\$ 75,000	\$ 75,000
Other Program Revenues		\$ 315,000	\$ 315,000
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>		<b>\$ 390,000</b>	<b>\$ 390,000</b>
<b>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.</b>			
<b>1 Program Expenditures</b>			
2	Salaries and wages	\$ 293,648	\$ 293,648
3	Payroll taxes & payroll processing fees	\$ 24,960	\$ 24,960
4	Employee benefits	\$ 33,750	\$ 33,750
5	Workers Compensation	\$ 1,042	\$ 1,042
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	\$ -	\$ -
8	Flexible Client Spending (please provide supporting documents)	\$ -	\$ -
9	Client Transportation Costs and staff mileage	\$ 3,200	\$ 3,200
10	Employee Travel and Conference	\$ -	\$ -
11	Staff Training	\$ 3,200	\$ 3,200
12	Communication Costs	\$ 4,800	\$ 4,800
13	Utilities	\$ -	\$ -
14	Cleaning and Janitorial	\$ -	\$ -
15	Insurance and Indemnity	\$ -	\$ -
16	Maintenance and Repairs - Buildings	\$ -	\$ -
17	Maintenance and Repairs - Equipment	\$ -	\$ -
18	Printing and Publications	\$ -	\$ -
19	Memberships, Subscriptions and Dues	\$ -	\$ -
20	Office (Program) Supplies	\$ 16,000	\$ 16,000
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	\$ 1,600	\$ 1,600
26	Rent and Leases - equipment	\$ -	\$ -
27	Taxes and assessments	\$ -	\$ -

## EXHIBIT H-1 Budget Expenditure Summary

		FY 2021-22	FY 2022-23
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) Meals for members; incentives & field trips	\$ 7,800	\$ 7,800
33	<b>Total Program Expenditures</b>	\$ 390,000	\$ 390,000

**COUNTY OF MONTEREY  
MENTAL HEALTH SERVICES AGREEMENT**

Contract Number: \_\_\_\_\_

COUNTY Department Contract Representative:

Elsa Mendoza 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 **HARMONY AT HOME** (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: **school-based counseling services for children exposed to violence and trauma.**

**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
- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
- EXHIBIT H: REVENUE AND EXPENDITURE SUMMARY
- EXHIBIT I: ANNUAL REPORT(S), 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 **July 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 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.
- 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 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.
- 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 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 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 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.
  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 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 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 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 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.
- 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.
- 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 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 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**

Katy Eckert, MBA  
Behavioral Health Bureau Chief  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4510

### **CONTRACTOR**

Julianne Leavy, MFT  
Executive Director/Harmony At Home  
3785 Via Nona Marie, Suite 300  
Carmel, CA 93922  
(831) 625-5160

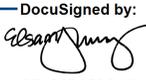
IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

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

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

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

Date: 6/15/2021 | 10:09 AM PDT

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form <sup>1</sup>  
By:  \_\_\_\_\_  
County Counsel

Date: 5/18/2021 | 2:10 PM PDT

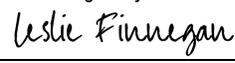
Approved as to Fiscal Provisions<sup>2</sup>  
By:  \_\_\_\_\_  
Auditor/Controller

Date: 5/21/2021 | 10:28 AM PDT

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

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

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

By:  \_\_\_\_\_  
Contractor's Business Name\*  
(Signature of Chair, President,  
or Vice-President) \*

Date: 5/11/2021 | 1:50 PM PDT  
Leslie Finnegan, President  
Name and Title

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

Date: 5/11/2021 | 1:55 PM PDT  
Carol Kolb, Treasurer  
Name and Title

\*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.

<sup>1</sup>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

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

**EXHIBIT A:  
PROGRAM DESCRIPTION**

---

**I. IDENTIFICATION OF PROVIDER**

Harmony at Home  
3785 Via Nona Marie #300  
Carmel, CA 93923  
831-625-5160

Incorporation Status: Non-profit  
Type of Program: School-based  
Type of License(s): Marriage Family Therapy (MFT), MFT Intern, Licensed Clinical Social Worker (LCSW), Associate in Social Work Intern, and Pupil Personnel Services Credential Interns, supervised by MFT's & LCSW's

**II. POPULATION OF FOCUS**

Monterey County school-aged children who have been exposed to Adverse Childhood Experiences (ACES) and other trauma that impacts their mental health and wellbeing.

**III. PROGRAM DESCRIPTION**

- A. The Sticks & Stones Program is a prevention program for children exposed to violence and trauma in Monterey County. Harmony at Home's (HAH) mission is "to end the cycles of violence and abuse by empowering children and young adults with the knowledge, skills, and confidence to lead healthy and productive lives."
- B. The School-Based Counseling Program shall address the emotional trauma and related issues of children who have witnessed violence. This PEI program shall be delivered by the CONTRACTOR working in a non-traditional mental health setting to reduce the stigma that children may otherwise face as a result of having to endure the effects of being exposed to trauma. Psychosocial educational counseling or brief therapy in a group setting or individual basis will be provided to help prevent the development of serious emotional disturbance. Services will be provided virtually on an individual basis, if a child is not at school or in person at the school site either individually or in a small (3-5 people) group. Adjunctive family psycho-education and supports will be provided, on a limited basis, depending on the hours contracted with each school partner, to help parents/caregivers respond to the developmental needs of their children in a trauma-informed manner. Parent support services may be offered virtually or in person.

**IV. SCOPE OF WORK**

- A. CONTRACTOR shall provide counseling services on school grounds and at an offsite location as it is deemed necessary, to address the emotional needs of children who have experienced trauma.

- B. CONTRACTOR shall work with parents/caregivers initially to obtain their authorization to serve their child and will also provide parent/caregivers with tools to help create a home environment that will foster a child's healthy psychological and emotional development.
- C. CONTRACTOR shall consult with parents/caregivers to assess and refer them to the appropriate support services to help them address their children's needs in relationship to the mental health services the child is receiving for trauma related issues.
- D. CONTRACTOR shall address domestic violence issues from the perspective of trauma-exposed children who are living in stressed families and are at risk of school failure or juvenile justice involvement.
- E. CONTRACTOR shall develop and maintain partnerships with Monterey County public schools, Monterey County Behavioral Health Bureau and local community-based organizations and shall link students in need of additional mental health services and supports through the referral system established at the school site where the student is enrolled.
- F. CONTRACTOR shall participate in planning for sustainability of the program in collaboration with key Behavioral Health staff and the PEI Coordinator.
- G. CONTRACTOR shall assure services are planned, provided and evaluated using practices that demonstrate the core values of the Mental Health Services Act, i.e. culturally and linguistically competent; consumer and family driven; integrated and coordinated service experience; wellness and recovery focused; strength-based and resiliency-building; timely and accessible.
- H. CONTRACTOR shall provide services to a minimum of 200 children each fiscal year and a minimum of 50 parent contacts and/or referrals.
- I. CONTRACTOR shall provide trauma-informed counseling services to students in Monterey County public schools in districts identified in collaboration with the Monterey County Behavioral Health. Districts will be selected based on factors indicating highest need, such as: service disparities and student demographics determining that the students to be served are members of an underserved cultural population. Underserved cultural populations is defined as: those who are unlikely to seek help from any traditional mental health service either because of stigma, lack of knowledge, or other barriers, such as members of ethnically/racially diverse communities, members of gay, lesbian, bisexual, transgender communities, etc., that seek non-traditional mental health services.
- J. CONTRACTOR shall provide identified districts with the following:
  - Three (3) ten (10) week School-based Counseling program series over a thirty-four (34) week term. In each ten (10) week counseling program series a minimum of four (4) children shall be served, if services are provided in person. Services provided virtually are delivered on an individual basis.
  - The fourth program series consists of the Parent Education and Family Support services over the school term.

- K. CONTRACTOR shall assign a licensed clinician or qualified intern/trainee to each of the school sites being served.
- L. CONTRACTOR shall provide assessments determining the service needs of each referral and provide referrals to other services as needed.
- M. CONTRACTOR shall provide clinical supervision for CSU Monterey Bay Master of Social Work Program student interns who will enhance the level of counseling services available in the schools setting.

**V. PROGRAM GOALS**

- A. To improve child and/or youth overall functioning.
- B. To promote parent/caregiver involvement in meeting their child’s academic, social and psychological needs.
- C. To provide community resource information and referrals for children and families requiring additional mental health services.
- D. To prevent the future development of serious emotional disturbance and/or serious mental illness.
- E. To reduce stigma regarding domestic violence, mental illness and those who access mental health services.

**VI. REPORTING REQUIREMENTS**

CONTRACTOR shall meet regularly with the designated Behavioral Health Service Manager to monitor progress on client and program outcomes.

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, DHCS and County. CONTRACTOR shall report to MCBH’s designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in each Program Description. As part of the County’s ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

**VII. CONTRACT MONITOR**

Dana Edgull, LCSW  
Behavioral Health Services Manager II  
Prevention Manager  
1270 Natividad Rd., Salinas CA 93906  
(831) 796-6110

## **EXHIBIT B: PAYMENT AND BILLING PROVISIONS**

---

### **I. PAYMENT TYPES**

Negotiated Rate up to the maximum contract amount.

### **II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE**

<b>Program Description</b>	<b>Number of Service Months per Year</b>	<b>Fiscal Year &amp; Monthly Rate</b>	<b>Fiscal Year Total Annual Amount</b>
School-Based Counseling	10	FY 2021-22 \$9,112	\$91,120
		FY 2022-23 \$9,112	\$91,120

### **III. PAYMENT CONDITIONS**

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowances (CMA), which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY’S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III.

Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section IV.

- B. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- C. 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 (30<sup>th</sup>) 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](mailto:MCHDBHFinance@co.monterey.ca.us)

- D. 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.
- E. 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.
- F. 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.

- G. 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 **\$182,240** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR	FUNDING SOURCE	AMOUNT
FY 2021-2022	MHSA PEI Funds	\$91,120
FY 2022-2023	MHSA PEI Funds	\$91,120
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>		<b>\$182,240</b>

- 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

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files,

contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

## **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 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."

*(This rest of this page intentionally left blank)*

**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.

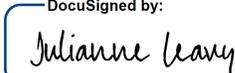
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose 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:  
  
F5A9CF74528E4E2...  
Signature of Authorized Representative

5/11/2021 | 5:05 PM EDT  
Date

Harmony At Home  
Business Name of Contractor

Julianne Leavy  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

**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.

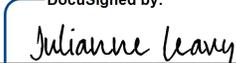
Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal 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	Harmony At Home	
Name of Contractor's Designee	Julianne Leavy	
Title of Designee	Executive Director	
Address: 3785 Via Nona Maria #300		
City: Carmel	State: CA	Zip: 93923
IRS Employer Identification Number	xx-xxx9331	
<b>I certify that the above information is complete and correct to the best of my knowledge and belief.</b>		
By:  Contractor's Signature	Date: 5/11/2021   5:05 PM EDT	
Title of Contractor: <u>Executive Director</u>		

## **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.

- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

### **Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and 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.
  - o Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.
  - o
  - o **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:  
  
 F5A9CF74529E4E2...  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 5/11/2021 | 5:05 PM EDT  
 \_\_\_\_\_  
 Date

**Harmony At Home**

\_\_\_\_\_  
 Contractor (Organization Name)  
  
Julianne Leavy  
 Name of Authorized Representative (*printed*)  
  
Executive Director  
 \_\_\_\_\_  
 Title of Authorized Representative

## **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 **Harmony At Home** (“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;

(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;

(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.

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.

(d) Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(e) provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(f) 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;

(g) 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;

(h) 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

(i) 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.

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:

Harmony At Home  
3785 Via Nona Marie #300 Carmel, CA 93923  
Attn: Julianne Leavy, Executive Director  
Tel: (831) 625-5160

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau  
1270 Natividad Road Salinas, CA 93906  
Attn: Katy Eckert, MBA  
Behavioral Health Bureau Chief  
Tel: (831) 755-4510  
Fax:(831) 755-4980

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.

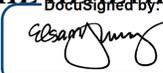
5.5 Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

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**

DocuSigned by:  
  
By: \_\_\_\_\_  
C7A30BA59CA8423...

Print Name: Elsa Mendoza Jimenez

Print Title: Director of Health

Date: 6/15/2021 | 10:09 AM PDT

**HARMONY AT HOME**

DocuSigned by:  
  
By: \_\_\_\_\_  
F5A9CF74529E4E2...

Print Name: Julianne Leavy

Print Title: Executive Director

Date: 5/11/2021 | 5:05 PM EDT

BAA- Health Department Revised 12/12/2014

**EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM**

Monterey County Behavioral Health - Invoice Form					
			<b>Invoice Number:</b> _____		
<b>Contractor:</b>		Harmony at Home			
			<b>County PO No.:</b> _____		
<b>Address Line 1</b>		3785 Via Nona Marie Suite 300			
<b>Address Line 2</b>		Carmel, CA 93923			
			<b>Invoice Period:</b> _____		
<b>Tel. No.:</b>		(831) 372-8026			
<b>Fax No.:</b>		(831) 372-4945			
<b>Contract Term:</b>		July 1, 2021 - June 30, 2023			
			<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>		
<b>BH Bureau:</b>		Mental Health Services		BH Control Number	
Service Description	Total Contract Amount FY 2021-22	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
School-Based Counseling Program <i>Monthly rate not to exceed \$9,112</i>	\$91,120			\$91,120	100%
<b>TOTALS</b>	\$91,120			\$91,120	
I certify that the information provided above is to the best of my knowledge, complete and accurate; the amount requested is in accordance with the contract approved for services provided under the provision of that contract. Full justification and back up 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

Harmony at Home  
Mental Health Services Agreement  
July 1, 2021 – June 30, 2023

**Harmony at Home**  
**REVENUE AND EXPENDITURE SUMMARY**  
**For Monterey County - Behavioral Health**

**Fiscal Year 2021-22**

**PROGRAM: Sticks & Stones\_School-Based Counseling Services for Children Exposed to Violence and Trauma**

	Actual FY 2019-20	Estimated FY 2020-21	Requested FY 2021-22	Variance (FY21 v. FY22)
<b>A. PROGRAM REVENUES</b>				
<b>Monterey County Funds Requested:</b>				
Cash Flow Advances				
MHSA - PEI	\$ 91,120	\$ 91,120	\$ 91,120	\$ -
<b>Total Requested Monterey County Funds</b>	<b>\$ 91,120</b>	<b>\$ 91,120</b>	<b>\$ 91,120</b>	<b>\$ -</b>
<b>Other Program Revenues</b>	<b>\$ 1,195,726</b>	<b>\$ 843,155</b>	<b>\$ 1,126,052</b>	<b>\$ 282,897</b>
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>	<b>\$ 1,286,846</b>	<b>\$ 934,275</b>	<b>\$ 1,217,172</b>	<b>\$ 282,897</b>
<b>B. ALLOWABLE PROGRAM EXPENDITURES</b>				
<b>1 Program Expenditures</b>				
2 Salaries and wages	\$ 938,562	\$ 758,061	\$ 906,422	\$ 148,361
3 Payroll taxes	\$ 82,576	\$ 66,695	\$ 72,514	\$ 5,819
4 Employee benefits	\$ 21,000	\$ 24,816	\$ 36,000	\$ 11,184
5 Workers Compensation				
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				
8 Flexible Client Spending (please provide supporting documents)				
9 Client Transportation Costs and staff mileage	\$ 6,065	\$ 1,400	\$ 5,000	\$ 3,600
10 Employee Travel and Conference				
11 Staff Training	\$ 9,243	\$ 1,100	\$ 10,000	\$ 8,900
12 Communication Costs	\$ 2,630	\$ 2,500	\$ 3,000	\$ 500
13 Utilities				
14 Cleaning and Janitorial				
15 Insurance and Indemnity				
16 Maintenance and Repairs - Buildings				
17 Maintenance and Repairs - Equipment				
18 Printing and Publications	\$ -	\$ -	\$ 3,000	\$ 3,000
19 Memberships, Subscriptions and Dues				
20 Office Supplies	\$ 14,030	\$ 3,600	\$ 9,000	\$ 5,400
21 Postage and Mailing	\$ 81	\$ 450	\$ 900	\$ 450
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))	\$ 4,500	\$ 2,803	\$ 3,652	\$ 849
24 Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)	\$ -	\$ -	\$ -	\$ -
25 Rent and Leases - building and improvements	\$ 20,548	\$ 13,200	\$ 18,000	\$ 4,800
26 Rent and Leases - equipment	\$ -	\$ -	\$ -	\$ -
27 Taxes and assessments	\$ -	\$ -	\$ -	\$ -
28 Interest in Bonds	\$ -	\$ -	\$ -	\$ -

		Actual FY 2019-20	Estimated FY 2020-21	Requested FY 2021-22	Variance (FY21 v. FY22)
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)	\$ 300	\$ -	\$ -	\$ -
32	Miscellaneous (please provide details)	\$ 3,603	\$ 1,653	\$ 6,000	\$ 4,347
33	<b>Total Program Expenditures</b>	<b>\$ 1,103,138</b>	<b>\$ 876,278</b>	<b>\$ 1,073,488</b>	<b>\$ 197,210</b>
<b>34 Administrative Expenditures</b>					
35	Salaries and wages (please include personnel and contract administration)	\$ 34,360	\$ 18,759	\$ 114,200	\$ 95,441
36	Payroll taxes	\$ 3,023	\$ 1,650	\$ 9,136	\$ 7,486
37	Employee benefits	\$ 5,250	\$ 6,204	\$ 9,000	\$ 2,796
38	Workers Compensation	\$ 6,461	\$ 6,500	\$ 9,000	\$ 2,500
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	\$ 6,630	\$ 4,500	\$ 6,153	\$ 1,653
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	<b>Total Administrative Expenditures</b>	<b>\$ 55,724</b>	<b>\$ 37,613</b>	<b>\$ 147,489</b>	<b>\$ 109,876</b>
61	Depreciation Expense				
62	<b>Total Allowable Program Expenditures</b>	<b>\$ 1,158,862</b>	<b>\$ 913,891</b>	<b>\$ 1,220,977</b>	<b>\$ 307,086</b>

**EXHIBIT I:  
ANNUAL REPORT(S) 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 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 F, 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 15<sup>th</sup> for the fiscal year ending on the previous June 30<sup>th</sup> 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:
    - 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 III (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 government, State and COUNTY.

## **II. 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 government, 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 III (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.
- D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.
1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
  2. CONTRACTOR may appeal the State audit findings in conformance with provisions of Sections 51016 et seq. of Title 22 of the California Code of Regulations. Such appeals must be filed through COUNTY. COUNTY shall notify CONTRACTOR of State appeal deadlines after COUNTY'S receipt from State of the audit report.
  3. If at any time the Appeal process results in a revision to the audit findings, and the Federal Government or State recalculates the final settlement with COUNTY, COUNTY may perform a post-audit based on the Federal or State revised findings after the Federal Government or State has issued its revised settlement with the COUNTY, based on such re-computed final settlement.
    - a. If the re-computed final settlement results in amounts due to CONTRACTOR by the COUNTY, COUNTY shall make such payments to CONTRACTOR within thirty (30) calendar days of issuing the revised settlement amount to the CONTRACTOR.
    - b. If the re-computed final settlement results in amounts due from CONTRACTOR to the COUNTY, CONTRACTOR shall make payment to the COUNTY within thirty (30) days that the COUNTY issues its invoice to the CONTRACTOR.
- E. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make

payment to the COUNTY in accordance with the terms of Section III (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.

### **III. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. paid in one cash payment by CONTRACTOR to COUNTY;
  2. deducted from future claims over a period not to exceed six (6) months;
  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.

*(This rest of this page intentionally left blank)*



# Monterey County

Item No.33

## Board Report

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

Legistar File Number: A 22-416

August 23, 2022

**Introduced:** 7/14/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and the City of Carmel-by-the-Sea (City), for the term retroactive to July 1, 2022 to June 30, 2024 for the use of the Animal Services Center and the provision of other animal services; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and the City of Carmel-by-the-Sea (City), for the term retroactive to July 1, 2022 to June 30, 2024 for the use of the Animal Services Center and the provision of other animal services; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

The Monterey County Health Department's Animal Services Program (County) is responsible for providing animal control services in the unincorporated areas of Monterey County. It also operates an Animal Services Center located at 160 Hitchcock Road, Salinas, California that offers an array of services, including but not limited to shelter, veterinary, quarantine, and licensing services.

The City of Carmel-by-the-Sea desires to contract with the County for the provision of animal sheltering and pet licensing services at the Animal Services Center. The services to be provided to the City of Carmel-by-the-Sea by the County include sheltering of stray and surrendered domestic animals, pet licensing of dogs or cats owned by City residents and providing rabies testing for animals to rule out suspected rabies as needed. The City of Carmel-by-the-Sea has contracted with the County of Monterey in previous years for similar services. This agreement aligns fees and services provided to the City of Carmel-by-the-Sea with other cities that contract with Animal Services for similar services.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 1. To empower the community to improve health; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health Services. It also supports the following of the ten essential

public health services, specifically: 1. Monitor health status to identify and solve community health problems; and 4. Mobilize community partnerships and action to identify and solve health problems; and 6. Enforce laws and regulations that protect health and safety.

OTHER AGENCY INVOLVEMENT:

The office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department's (HEA001-8442) Fiscal Year (FY) 2022-23 Adopted Budget, and provision for it will be made in the Health Department's 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: Cindy Burnham, Animal Services Administrator, 769-8796

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement





# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: A 22-416**

**August 23, 2022**

**Introduced:** 7/14/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and the City of Carmel-by-the-Sea (City), for the term retroactive to July 1, 2022 to June 30, 2024 for the use of the Animal Services Center and the provision of other animal services; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and the City of Carmel-by-the-Sea (City), for the term retroactive to July 1, 2022 to June 30, 2024 for the use of the Animal Services Center and the provision of other animal services; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**SUMMARY/DISCUSSION:**

The Monterey County Health Department's Animal Services Program (County) is responsible for providing animal control services in the unincorporated areas of Monterey County. It also operates an Animal Services Center located at 160 Hitchcock Road, Salinas, California that offers an array of services, including but not limited to shelter, veterinary, quarantine, and licensing services.

The City of Carmel-by-the-Sea desires to contract with the County for the provision of animal sheltering and pet licensing services at the Animal Services Center. The services to be provided to the City of Carmel-by-the-Sea by the County include sheltering of stray and surrendered domestic animals, pet licensing of dogs or cats owned by City residents and providing rabies testing for animals to rule out suspected rabies as needed. The City of Carmel-by-the-Sea has contracted with the County of Monterey in previous years for similar services. This agreement aligns fees and services provided to the City of Carmel-by-the-Sea with other cities that contract with Animal Services for similar services.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 1. To empower the community to improve health; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health Services. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health

problems; and 4. Mobilize community partnerships and action to identify and solve health problems; and 6. Enforce laws and regulations that protect health and safety.

OTHER AGENCY INVOLVEMENT:

The office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form, and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department’s (HEA001-8442) Fiscal Year (FY) 2022-23 Adopted Budget, and provision for it will be made in the Health Department’s FY 2023-24 Requested Budget.

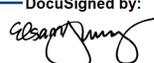
BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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: Cindy Burnham, Animal Services Administrator, 769-8796

Approved by:

DocuSigned by:  
  
 Date: 7/21/2022 | 2:44 PM PDT  
 C7A30BA59CA8423...

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

This Agreement (“Agreement”) for the use of the Animal Services Center and the provision of other animal services is between the County of Monterey, a political subdivision of the State of California (“County”), doing business as the Animal Services Division of the Department of Health, and the City of Carmel by the Sea (“CITY”). It is effective between July 1, 2022 and June 30, 2024. County and CITY are sometimes referred to in this Agreement as a “party” or, collectively, as “the Parties.”

**RECITALS**

WHEREAS, the COUNTY has established the Health Department Animal Services Center, located at 160 Hitchcock Road, Salinas, to shelter animals within the unincorporated areas of the county; and

WHEREAS, the CITY desires to contract with the COUNTY for the provision of services at the Animal Services Center as described below; and

WHEREAS, the COUNTY agrees to provide such services in accordance with the provisions of this Agreement, Title 8 of the Monterey County Code and applicable law.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

**Stray holding period**, is the averaged minimum stray holding period of 5 days that COUNTY will hold an animal with no known owner information before determining final disposition.

**Extended holding period** is the 10-day hold that COUNTY will hold an animal for either bite quarantine or official owner notification before determining final disposition.

**Domestic Animals** include cats, dogs, rabbits, guinea pigs, hamsters, pot-bellied pigs, birds, lizards, snakes, turtles or tortoises, and other similar animals customarily kept as household pets. This definition shall not be construed to include exotic animals, livestock, large animals, or wildlife.

**Exotic Animals** are any animals that are not indigenous to Monterey County, are not livestock, and are not a household pet, whether domesticated or not, or protected or not. Exotic animals include nondomestic animals, animals native to a foreign country or of foreign origin or character, or animals that are not commonly kept as pets.

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

**Large Animals** are all animals exceeding 200 pounds in weight.

**Livestock** includes every horse, ass, burro, donkey, mule, equine creature, cow, bull, steer, heifer, ox, bovine creature, llama, sheep, goat, hog, and domesticated bird not customarily kept as household pets.

**Wildlife** includes any animal that is indigenous to Monterey County, and not domesticated, protected or not. Wildlife does not include, among other animals, feral livestock, household pets or exotic animals.

**2. ANIMAL SERVICES TO BE PROVIDED BY COUNTY**

County's responsibilities for shelter and veterinary services under this Agreement do not apply to exotic animals, large animals, livestock, or wildlife.

A. Program Management and Administration

COUNTY shall manage and administer the Animal Services Center to provide appropriate facilities, staffing, and record maintenance for the services set forth below.

B. Shelter Services and Disposition of Animals

COUNTY shall provide shelter at the Animal Services Center for stray domestic animals found within the incorporated boundaries of the CITY. Shelter services shall include the administrative tasks necessary for housing of such animals at the Animal Services Center, the care of animals during the holding period, and final disposal of animals through redemption, adoption, or humane euthanasia and disposal. COUNTY shall shelter such animals received at the Animal Service Center in accordance with applicable state regulations, local ordinances, and policies governing humane treatment of animals.

C. Disposal of Domestic Animal Carcasses

Upon request from CITY, County shall arrange for the proper disposal of domestic animal carcasses.

D. Emergency Medical Treatment

1. Request: Upon prior written request and approval from CITY, COUNTY may arrange for emergency medical treatment of CITY domestic animals either at COUNTY's veterinary clinic or with an outside veterinary clinic with which COUNTY has a current contract for the provision of medical services. Where, due to the exigent nature of circumstances, prior written request is not possible without endangering the well-being of the animal, COUNTY will make every effort to confirm an oral request for

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

veterinary treatment made by a CITY, in writing, as soon as possible.

2. Payment/Rates: COUNTY shall bill CITY for the emergency medical services provided at (1) the current Board-approved rates in **Exhibit A** for care provided by COUNTY's veterinary clinic or (2) contract rates for care provided by contract veterinary clinics. Where treatment is needed, in the judgment of the COUNTY's contract veterinary clinics, which exceeds \$150.00, CITY shall provide written authorization to the COUNTY to provide those services before they are rendered, as long as it does not endanger the well-being of the animal.
3. Transportation to COUNTY contract veterinary clinics:
  - a. Where an animal requiring emergency medical treatment is in COUNTY's custody at the Animal Services Center, COUNTY staff shall transport the animal to the veterinary clinic. Selection of the veterinary clinic to provide emergency medical treatment shall be in the sole discretion of COUNTY. CITY may be responsible for that transport fee (**Exhibit A**)
  - b. Where an animal requiring emergency medical treatment is not in COUNTY's custody at the Animal Services Center, CITY staff shall request COUNTY for emergency medical services to be provided to animal and CITY staff shall pick up and transport the animal directly to the COUNTY's contract veterinary clinic. Selection of the veterinary clinic to provide emergency medical treatment shall be in the sole discretion of COUNTY. COUNTY shall notify the contract veterinary clinic that an animal is being delivered for the provision of medical services pursuant to COUNTY contract. CITY will be responsible for reimbursement of that fee to COUNTY.
4. Alternatively, CITY may independently procure its own arrangements for emergency medical treatment for animals needing such care in its jurisdiction. After an animal is treated and in stable condition, CITY may deliver the animal to the COUNTY for shelter services at the Animal Services Center. CITY must provide a written medical report and care instructions to COUNTY staff prior to leaving the animal at shelter to determine that the animal can be humanely housed for required holding time.
5. During evenings, holidays and weekends, COUNTY shall contact the CITY at a designated, after-hours telephone number to receive verbal authorization for emergency treatment, if warranted.

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

E. Rabid Animals

COUNTY shall perform the following rabid animal services for all types of animals:

1. Transport tissue to the County Health Department or contract lab for testing;
2. Dispose remains of rabid animals;
3. Report rabid animal incidents to appropriate agencies.
4. When required, COUNTY shall de-brain the animal, or shall coordinate de-braining of the animal, for testing by the County Health Department;
5. CITY shall be responsible for the cost of decapitation, de-braining and transfer to testing facility as required for laboratory testing, at a rate identified in Exhibit A per animal for animals found within the incorporated boundaries of the CITY.

F. Quarantine

COUNTY shall manage the quarantine of biting domestic animals within the incorporated boundaries of the CITY pursuant to state regulations and local ordinances. COUNTY shall manage the suspected rabies quarantine of domestic animals brought in by the CITY up to the ten-day holding period required by Monterey Code section 8.32.010B(1) (rabies/suspected rabies quarantine) . In addition, COUNTY shall be responsible for keeping required records and reporting of information to the State Department of Health.

1. CITY shall be responsible for extended holding period fees for animals that are required to be housed up to 10 days for purposes of quarantine

G. Reports

COUNTY shall provide CITY with quarterly report accompanying invoices that include:

1. Total number of animals provided with shelter services and veterinary services.
2. Disposition or outcome of each animal.
3. Credit given for animals returned to their owners.

H. Field Services

Field Services—such as picking up domestic animals running at large, conducting investigations of potentially dangerous and vicious dogs, conducting bite investigations, responding to nuisance complaints (e.g., barking dogs), or checking on possible instances of neglect or inhumane treatment of animals when they occur within CITY limits—shall not be provided to CITY by COUNTY.

I. "Good Samaritan"

When domestic animals are found within the incorporated boundaries of the CITY and are brought to the COUNTY by “Good Samaritans,” (citizens who do not own the stray animal but have delivered it for care and medical treatment), COUNTY shall obtain the following

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

information and notify the City of Carmel by the Sea Animal Control Officer relative to;

- a. Where the animal was found
- b. If animal is injured, how the animal was injured (if known)
- c. Whether the animal has any identification
- d. Whether the owner is known.
- e. Current contact information for Good Samaritan.

If the animal is determined by COUNTY to come from within the incorporated boundaries of the CITY, CITY shall be responsible for shelter, care and veterinary treatment, if any, provided by COUNTY pursuant to the terms of this Agreement.

**J. Animals Surrendered by Owner**

When CITY accepts an animal from it's owner as surrendered, it shall provide to COUNTY at the time of impound a copy of signed release form, with complete owner information, along with reason for surrender. Surrendered animals brought to COUNTY facility by CITY will be charged at same rate as stray animals with no known owner.

**K. Pet Licensing**

COUNTY will provide and maintain pet licensing services for CITY residents and apply current COUNTY license fees and tags. All CITY pet license revenue will be retained by COUNTY. Any setup or processing fees that apply will be paid for by CITY.

**3. CITY RESPONSIBILITIES FOR ANIMAL SERVICES**

**A. Prosecution of Case Violations**

The CITY Attorney may exercise the discretion vested in his or her office to prosecute violations of the City Animal Ordinance and may take appropriate legal action with respect to the abatement of violations of the City Animal Ordinance involving animals occurring within City's corporate limits. COUNTY shall not bear responsibility for prosecuting violations of the City Animal Ordinance occurring within the incorporated boundaries of the CITY.

1. CITY will notify COUNTY in the event that animals brought in for sheltering are part of legal action that may require extended holding due to legal action and CITY will be responsible for extended holding.

**B. Exotic Animals, Large Animal, Wildlife, and Livestock Services**

1. CITY shall provide all services related to large animals, wildlife, small wildlife, exotic animals, and livestock.
2. COUNTY shall provide services related to rabies per Section 2.E of this Agreement both within CITY limits and in unincorporated areas of the COUNTY.

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

C. Cooperate with and Assist COUNTY

To facilitate the performance of the foregoing functions, it is hereby agreed that the COUNTY shall have the full cooperation and assistance from the CITY, its officers, agents and employees.

**4. COOPERATION**

- A. CITY and COUNTY staff shall meet once per year to discuss program needs.
  
- B. Upon request from CITY, COUNTY may provide training to CITY staff on topics of interest to CITY. CITY may be responsible for any costs associated with training.

**5. TERM AND TERMINATION**

A. Term

This Agreement shall be effective on July 1, 2022 and shall terminate on June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

B. Termination

During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least sixty (60) days before 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 based on the services rendered by the COUNTY before the termination date.

**6. PAYMENT**

- A. The CITY shall pay fees for services according to “**Exhibit A**”, attached.

**7. MUTUAL INDEMNIFICATION**

- A. CITY hereby agrees to indemnify, defend, and save harmless COUNTY and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by CITY or CITY’s officers, agents, and employees in connection with the performance of this Agreement.
  
- B. COUNTY hereby agrees to indemnify, defend, and save harmless CITY and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by COUNTY or

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

COUNTY's officers, agents, and employees in connection with the performance of this Agreement.

**8. INSURANCE**

- A. Without limiting COUNTY's or CITY's duty to indemnify each other, each party shall have a program of self-insurance or policies of insurance in effect during the term of this Agreement with the following minimum limits of liability:
1. Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000 per occurrence; and
  2. Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$500,000 per occurrence; and
  3. Workers' compensation insurance in accordance with California Labor Code, Section 3700, and with a minimum of \$100,000 per occurrence for employer's liability.
- B. In the event that a party maintains insurance as required by this Agreement, such insurance shall be with the company acceptable to the parties to this Agreement and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with a coverage required herein shall continue in effect for a period of two (2) years following the date any party to this Agreement completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY and CITY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical coverage.

Prior to the execution of the Agreement by the COUNTY, the CITY shall file certificates of insurance or self-insurance with Monterey County Risk Management Officer, showing that all parties have in effect the insurance required by this Agreement. The CITY shall file a new or amended certificate of insurance or self-insurance promptly after any change is made to any insurance policy or program of self-insurance, which would alter the information of the certificate then on file. Acceptance or approval of insurance or program of self-insurance shall in no way modify or change the indemnification clause in this Agreement,

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

which shall continue in full force and effect.

**9. EQUAL OPPORTUNITY**

During the performance of this Agreement, the parties shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in the parties' employment practices or in the furnishing of services to recipients. The parties shall ensure that the evaluation and treatment of its employees and applicants for employment and all person receiving and requesting services are free of such discrimination. The parties shall, during the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination.

**10. EMPLOYEE STATUS**

A. All persons employed in the performance of services to be provided by COUNTY as described in this Agreement shall be COUNTY employees. No current CITY employee shall become COUNTY employee by reason of this Agreement and no COUNTY employee performing services hereunder shall have CITY pension or CITY civil service status or rights.

**11. RECORDS AND AUDITING REQUIREMENTS**

The parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulation and shall maintain such records for a period of at least three (3) 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 (3) year period, then the parties shall retain said records until such violation is resolved.

**12. GENERAL PROVISIONS**

A. Amendment

This Agreement may be amended or modified only by an instrument in writing and signed by all parties hereto.

B. Governing Law

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

This agreement shall be governed by and interpreted under the laws of the State of California. Venue of litigation arising under this Agreement, if any, shall be in the Superior Court of California, Monterey County.

**C. Compliance with Applicable Law**

The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

**D. Construction of Agreement**

The parties agree that each party has fully participated in the review and revision of this Agreement 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 thereto.

**E. Waiver**

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the COUNTY and CITY. Any waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions of this Agreement.

**F. 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, or agreements, either written or oral, between the parties as of the effective date hereof. This Agreement may only be amended in writing, executed by both parties.

**G. Notices**

Any notices required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the COUNTY and CITY at:

COUNTY		CITY
Director of Health or Designee		Chief of Police
1270 Natividad Road		211 Hillcrest Avenue
Salinas, CA 93906		Carmel by the Sea, CA 93933

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

IN WITNESS WHEREOF, COUNTY and CITY have executed this Agreement as of the day and year first above written.

MONTEREY COUNTY

CONTRACTOR – CITY OF CARMEL BY THE SEA

\_\_\_\_\_  
Contracts/Purchasing Officer

DocuSigned by:

By: Alan Ward

\_\_\_\_\_  
Signature of Chair, President, or Vice-President

\_\_\_\_\_  
Dated:

Alan ward Director of Public Safety

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Dated: 7/11/2022 | 4:20 PM PDT

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

\_\_\_\_\_  
Dated:

DocuSigned by:

By: Chip Rerig

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

Chip Rerig City Administrator

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Dated: 7/11/2022 | 4:28 PM PDT

*Approved as to Fiscal Provisions:*

DocuSigned by:  
Gary Giboney Gary Giboney  
\_\_\_\_\_  
Deputy Auditor/Controller

\_\_\_\_\_  
Dated: 7/12/2022 | 1:58 PM PDT  
Chief Deputy Auditor Controller

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

\_\_\_\_\_  
Dated:

*Approved as to Form:*

DocuSigned by:  
Stacy Saetta Stacy Saetta  
\_\_\_\_\_  
Deputy County Counsel

\_\_\_\_\_  
Dated: 7/12/2022 | 1:56 PM PDT  
Chief Deputy County Counsel Approved as to form.

\*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.

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

**Exhibit A**

**1. Fees for Services**

The CITY shall be billed the fees listed below for stray or surrendered animals found within the incorporated boundaries of the CITY and admitted to the Animal Services Center.

Where an animal is returned to the owner and owner pays fees related to the board/care of the animal, CITY shall not be charged for duplicate fees collected for services provided to the animal and will be issued a credit for the fees paid by owner to reduce overall invoice.

**Fees for Services**

Stray/Surrendered animal holding (up to 5 days)	\$239.00 per animal *
Extended holding (up to 10 days)	\$439.00 per animal
Additional holding over 10 days	\$40.00 per day

\*In the event that a pregnant stray animal admitted to the shelter subsequently deliver its litter while in custody of the COUNTY, CITY will be billed only the rate of \$239.00 and COUNTY will assume responsibility of the litter at no additional cost to CITY. However, in the event that a stray animal is brought in with its live litter, CITY will be billed \$239.00 for each live stray animal brought in.

Domestic Animal Carcass disposal	\$25.00 per animal
Emergency Medical Treatment Transportation	\$112/officer/hour

**Rabies testing:**

1. Head Removal		
i. Small Dog/Cat	\$ 80.00	each
ii. Medium Dog	\$ 117.00	each
iii. Large Dog	\$ 155.00	each
iv. X-Large Dog	\$ 303.00	each
2. Rabies testing (not including head removal)		
i. Bats, wildlife, human exposure, rush test @ MCHD	\$ 165.00	each
ii. Non-human exposure @ Santa Clara + shipping	\$ 105.00	each

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

**AC. Clinic Fees:**

1. Cat spay	\$ 100.00	each
2. Cat neuter	\$ 90.00	each
3. Additional fee if animal is in heat	\$ 50.00	each
4. Additional fee if animal is pregnant	\$ 60.00	each
5. Dewclaw removal (attached)	\$ 110.00	each
6. Dewclaw removal (pair-attached)	\$ 155.00	each
7. Dewclaw removal (unattached)	\$ 50.00	each
8. Dewclaw removal (pair-unattached)	\$ 80.00	each
9. Umbilical hernia	\$ 49.00	each
10. FIV/FELV test	\$ 26.00	each
11. Pain medication	\$ 8.00	per dose
12. Obese animal fee	\$ 60.00	min.
13. Fvrpcp	\$ 10.00	each
14. Da2pp	\$ 12.00	each
15. Tooth extraction	\$ 41.00	each
16. Heartworm testing	\$ 23.00	each
17. Grooming/shaving	\$ 2.00	per minute
18. Unilateral retained testicle removal	\$ 60.00	each
19. Unilateral retained monorchid crypt	\$ 95.00	each
20. Bilateral crypt	\$ 140.00	each
21. Miscellaneous surgery (e.g., biopsy, bump removal), to be determined at time of surgery based on time and extent, in addition to actual lab fees.	\$ 5.00	per minute plus actual lab fees
22. Feral Cat Spay	\$ 75.00	each
23. Feral Cat Neuter	\$ 46.00	each
24. Rabbit Spay	\$ 110.00	each
25. Rabbit Neuter	\$76.00	each
26. Dog Neuters		
i. Small up to 15 lbs	\$ 134.00	each
ii. Medium 16-40 lbs	\$ 143.00	each
iii. Large 41 lbs and over	\$ 160.00	each
27. Dog Spays		
i. Small up to 15 lbs	\$ 155.00	each
ii. Medium 16-40 lbs	\$ 162.00	each
iii. Large 41 lbs and over	\$ 181.00	each
28. Bordatella	\$ 18.00	each
29. Flea Treatment		
i. Cat	\$ 4.00	each
ii. Dog up to 25 lbs	\$ 5.00	each
iii. Dog 26-100 lbs	\$ 14.00	each
30. Felv only test	\$ 28.00	each
31. Antibiotics		
i. Convenia	\$ 54.00	per mL
ii. Penicilin	\$ 17.00	per mL
iii. Enrofloxacin	\$ 19.00	per mL

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
CARMEL BY THE SEA  
Fiscal Year 2022-2024**

32. Pain Medication (specific)		
i. Meloxicam	\$ 23.00	per mL
ii. Buprenorphine	\$ 25.00	per mL
iii. Butorphanol	\$ 21.00	per mL
iv. Onisor	\$ 24.00	per mL
33. Health Certificate	\$ 40.00	per animal
34. Foreign Body (foxtail)Probe (with sedation)		
i. Cat	\$ 75.00	
ii. Dog up to 25 lbs	\$ 68.00	
iii. Dog up to 50 lbs	\$ 85.00	
iv. Dog up to 100 lbs	\$114.00	
35. Sedation		
i. Cat	\$ 52.00	
ii. Dog up to 22 lbs	\$ 62.00	
iii. Dog 23-45 lbs	\$ 75.00	
iv. Dog 46-100 lbs	\$ 98.00	
36. Abscess Treatment		
i. Cat	\$ 79.00	
ii. Dog up to 25 lbs	\$ 73.00	
iii. Dog 26-50 lbs	\$ 89.00	
iv. Dog 51-100 lbs	\$ 118.00	
37. Wound Care (Sedation excluded)		
i. Cat	\$ 67.00	
ii. Dog up to 25 lbs	\$ 51.00	
iii. Dog 26-50 lbs	\$ 54.00	
iv. Dog 51-100 lbs	\$ 60.00	
38. Laceration Repair (Sedation included)		
i. Cat	\$ 85.00	
ii. Dog up to 25 lbs	\$ 79.00	
iii. Dog 26-50 lbs	\$ 95.00	
iv. Dog 51-100 lbs	\$ 124.00	
39. Enucleation (Eye Removal) (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 255.00	
ii. 16 lbs and over	\$ 264.00	
40. Mass Removal (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 239.00	
ii. 16 lbs and over	\$ 248.00	
41. Tail Amputation (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 211.00	
ii. 16 lbs and over	\$ 220.00	
42. Parvo Test	\$ 42.00	
43. Ear mite treatment (Cats)	\$ 52.00	
44. Ear cleaning and treatment (dogs) (sedation excluded)	\$ 26.00	
45. Bandage/Splint Application (sedation excluded)	\$ 109.00	
46. E-Collar	\$ 13.00	



# Monterey County

**Item No.34**

## Board Report

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

**Legistar File Number: A 22-419**

**August 23, 2022**

**Introduced:** 7/15/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15246 between the County of Monterey and National Alliance on Mental Illness, Monterey County (NAMI MC), for the provision of education, support, information and referrals to those affected by mental illnesses, retroactive to July 1, 2022, which adds funding in the amount of \$80,000 for FY 2022-2023, and \$80,000 for FY 2023-2024 for a new total Agreement not to exceed \$520,000 for the full-term of July 1, 2021 - June 30, 2024.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15246 between the County of Monterey and National Alliance on Mental Illness, Monterey County (NAMI MC), for the provision of education, support, information and referrals to those affected by mental illnesses, retroactive to July 1, 2022, which adds funding in the amount of \$80,000 for FY 2022-2023, and \$80,000 for FY 2023-2024 for a new total Agreement not to exceed \$520,000 for the full-term of July 1, 2021 - June 30, 2024.

### SUMMARY/DISCUSSION:

As part of the Monterey County 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-15246 with NAMI MC 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 amount and extending term as appropriate, is being sought.

With its signature programs, NAMI MC empowers individuals and families to recognize the symptoms of mental illness so they may navigate appropriate treatments, while offering emotional help and education. NAMI programs typically attract family members who are in the early stages of detection and who are vulnerable and confused about diagnoses and treatment options for themselves or their loved ones. The County currently has Agreement No. A-15246 with NAMI MC for a current contracted dollar amount of \$360,000. This Amendment is retroactive to July 1, 2022 and adds \$160,000 for FYs 2022-24.

This work supports the Monterey County Health Department 2018-22 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 Amendment No. 1 as to legal form and fiscal provisions, respectively.

FINANCING:

This NAMI MC Amendment No. 1 is funded by Mental Health Services Act Prevention and Early Intervention (MHSA PEI) revenues (100%). The funds for this Agreement (\$520,000) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Appropriations and revenues will be included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) 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: Jenny Pelagio, Management Analyst II, 755-4694

Approved by:

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

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No 1

Agreement





# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: A 22-419**

**August 23, 2022**

**Introduced:** 7/15/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15246 between the County of Monterey and National Alliance on Mental Illness, Monterey County (NAMI MC), for the provision of education, support, information and referrals to those affected by mental illnesses, retroactive to July 1, 2022, which adds funding in the amount of \$80,000 for FY 2022-2023, and \$80,000 for FY 2023-2024 for a new total Agreement not to exceed \$520,000 for the full-term of July 1, 2021 - June 30, 2024.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15246 between the County of Monterey and National Alliance on Mental Illness, Monterey County (NAMI MC), for the provision of education, support, information and referrals to those affected by mental illnesses, retroactive to July 1, 2022, which adds funding in the amount of \$80,000 for FY 2022-2023, and \$80,000 for FY 2023-2024 for a new total Agreement not to exceed \$520,000 for the full-term of July 1, 2021 - June 30, 2024.

**SUMMARY/DISCUSSION:**

As part of the Monterey County 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-15246 with NAMI MC 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 amount and extending term as appropriate, is being sought.

With its signature programs, NAMI MC empowers individuals and families to recognize the symptoms of mental illness so they may navigate appropriate treatments, while offering emotional help and education. NAMI programs typically attract family members who are in the early stages of detection and who are vulnerable and confused about diagnoses and treatment options for themselves or their loved ones. The County currently has Agreement No. A-15246 with NAMI MC for a current contracted dollar amount of \$360,000. This Amendment is retroactive to July 1, 2022 and adds \$160,000 for FYs 2022-24.

This work supports the Monterey County Health Department 2018-22 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 Amendment No. 1 as to legal form and fiscal provisions, respectively.

FINANCING:

This NAMI MC Amendment No. 1 is funded by Mental Health Services Act Prevention and Early Intervention (MHSA PEI) revenues (100%). The funds for this Agreement (\$520,000) are included in the Health Department’s Behavioral Health (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Appropriations and revenues will be included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) 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:

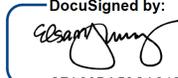
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

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: Jenny Pelagio, Management Analyst II, 755-4694

Approved by:

DocuSigned by:  
  
 Date: 7/25/2022 | 9:46 AM PDT  
 C7A30BA59CA8423...  
 Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No 1  
Agreement

**AMENDMENT NO. 1  
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-15246  
BETWEEN COUNTY OF MONTEREY AND  
NATIONAL ALLIANCE ON MENTAL ILLNESS, MONTEREY COUNTY  
(NAMI MC)**

This Amendment NO. 1 to Agreement A-15246 is made and entered into by and between the County of Monterey, hereinafter referred to as “COUNTY”, and **National Alliance on Mental Illness, Monterey County (NAMI MC)**, hereinafter referred to as CONTRACTOR.

**WHEREAS**, the COUNTY and CONTRACTOR entered into AGREEMENT A-15246 dated May 25, 2021 (Agreement); and

**WHEREAS**, the COUNTY and CONTRACTOR request to amend the AGREEMENT as specified below;

1. Revise the total maximum Agreement amount to \$520,000.
2. Add funding and Program 2: After School Academy for FY’s 2022-24.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and, in the Agreement, the parties agree as follows:

1. EXHIBIT A PROGRAM DESCRIPTION is replaced with EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B PAYMENT PROVISIONS is replaced with EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions, and provision 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 effective August 1, 2022.
5. This Amendment increases the contract amount by \$160,000 for a new contract amount of **\$520,000**.
6. A copy of the Agreement A-15246 shall be attached to the original Agreement executed by the County on May 25, 2021.

**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

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

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

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

**Approved as to Form<sup>1</sup>**

DocuSigned by:

By: Maivra Pantke  
03EE9F1302BD412  
County Counsel

Date: 7/8/2022 | 3:51 PM PDT

**Approved as to Fiscal Provisions<sup>2</sup>**

DocuSigned by:

By: Jennifer Forsyth  
4E7E657875454AE  
Auditor/Controller

Date: 7/11/2022 | 4:39 PM PDT

**Approved as to Liability Provisions<sup>3</sup>**

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

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

County Board of Supervisors' Agreement Number: \_\_\_\_\_

**National Alliance on Mental Illness,  
Monterey County**

By: \_\_\_\_\_  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President,  
or Vice-President)\*  
Soe Livermore, President  
Name and Title

Date: July 1, 2022

By: [Signature]  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer)\*

Jeanette Camacho Treasurer  
Name and Title

Date: July 6, 2022

\*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.

<sup>1</sup>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

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

## **EXHIBIT A-1: PROGRAM DESCRIPTION**

---

### **I. IDENTIFICATION OF CONTRACTOR**

National Alliance on Mental Illness, Monterey County NAMI MC  
P.O. Box 1367  
Salinas, CA 93902  
(831) 422-6465

### **II. SERVICES DESCRIPTION**

NAMI MC provides education, support, information and referrals to those affected by mental illnesses, including individuals living with mental illness, their family members and loved ones throughout Monterey County, as well as support and education to professional providers. It also advocates on behalf of people with mental illnesses and their families. Its volunteers conduct a variety of NAMI's signature programs throughout the year, including *Family to Family*, *de Familia a Familia*, *Peer to Peer*, *Persona a Persona* and *Support Groups*. NAMI MC also participates in and conducts numerous public events geared to public education and the elimination of the stigma associated with Mental Illness, including Crisis Intervention Training for Monterey County law-enforcement officers.

#### **1. SITE LOCATION**

Primary Location  
NAMI Monterey County Office  
1355 Abbott St., Suite 3  
Salinas, CA 93901

Alternative Location  
Monterey County Behavioral Health, King City Office, 200 Broadway, Ste #70, King City, CA: CONTRACTOR'S office hours in COUNTY office space will be scheduled as mutually agreed upon between the Behavioral Health Service Manager and CONTRACTOR'S Executive Director. Approval of space will be based on availability and need.

In an effort to "reach people where they're at," NAMI provides Education Services at various customer convenient site locations throughout Monterey County.

#### **2. PROGRAM DESCRIPTIONS**

##### Program 1: NAMI Signature Programs:

With its signature programs, NAMI MC empowers individuals and families to recognize the symptoms of mental illness so that they can navigate appropriate treatments, while offering emotional support and education. *Family to Family* in English and in Spanish, provides education and support for family members who are in the early stages of detection and who are vulnerable and confused about diagnoses and treatment options for themselves or their

loved ones. *Peer to Peer*, also in English and Spanish, offers education and support for consumers and individuals with serious mental health conditions.

Program 2: Youth Leadership and Empowerment:

NAMI MC will facilitate youth leadership and empowerment regarding mental health in Monterey County. NAMI MC will provide a Youth Program Coordinator and develop processes to empower high school students and transitional-aged youth 16-25 (TAY) to communicate the mental health needs and the gaps in services, while stressing the importance of eliminating stigma. NAMI MC will facilitate connections amongst youth-centric organizations and provide a lead role to coordinate efforts across Monterey County. NAMI MC will identify youth leaders who can be involved in these efforts and will develop a Youth Empowerment Council.

### 3. PROGRAM GOALS

Program 1: NAMI MC Signature Programs:

- Family members and individuals living with mental illness access those services and support they need in their circumstance.
- Individuals who participate in a NAMI MC training or presentation will learn about mental illness and mental health issues.
- Program participants will learn the Signs and Symptoms of Mental Illness.
- *Family to Family* and *de Familia a Familia* course participants will develop empathy.
- Where appropriate, program participants will learn about living in recovery.
- *Peer to Peer* and *de Persona a Persona* participants will practice recovery strategies. Measurement: post course evaluation.

Program 2: Youth Leadership and Empowerment:

- Decrease stigma associated with mental health conditions
- Provide recommendations to CONTRACTOR and applicable entities to develop programs that address mental health needs of TAY and are reflective of youth voice and perspective, such as youth peer support
- Increase awareness of mental health conditions and learn signs and symptoms of mental illness while encouraging participation in available treatment options among TAY
- Increase youth leaders and encourage leadership in youth mental health advocacy and related issues

### III. SERVICES TO BE PROVIDED:

#### Program 1: NAMI MC Signature Programs:

- In collaboration with MCBH will participate in (3) panel presentations at CIT trainings
- Community Outreach: Deliver English and Spanish language community presentations and trainings, either live or via video conferencing (30 Per Year)
- Community Outreach: Participate in English and Spanish resource tabling events (15 Per Year)
- Present *Family to Family* (English) and *de Familia a Familia* (Spanish) education courses, either live or via video conferencing (4 Per Year)
- Present *Peer to Peer* (English) and *de Persona a Persona* (Spanish) 10-session education courses, either live or via video conferencing (2 Per Year)

#### Program 2: Youth Leadership and Empowerment:

- NAMI Monterey County (NAMI MC) will organize and promote at least one countywide Youth Mental Health summit.
- NAMI Monterey County will identify youth leaders from the Youth Mental Health Summit participants and from youth-centric organizations and will encourage them to become leaders in their communities that are both based on physical location and cultural identity.
- NAMI MC's Youth Program Coordinator will regularly visit identified youth-centric agencies in the county to "check in", build relationships and foster connections amongst the agencies.
- By the end of FY 22/23, NAMI MC will create a Youth Empowerment Council (YEC) for Monterey County, composed of young leaders and representatives from existing advocacy groups and institutions, (i.e. The Epicenter, The Village Project, Monterey County Office of Education and the Gonzales and Soledad youth councils, and others appropriate agencies). NAMI MC will provide members of the YEC stipends to encourage participation.
- The YEC will identify and assess findings from the Youth Mental Health Summit, with recommendations that ensure the provision of needed services.
- The YEC will meet regularly to assess programs, to recommend additional opportunities when identified, and to discuss issues of mutual interest and concern. The Youth Coordinator will facilitate the Youth Empowerment Council, including overseeing logistics and coordination of the Council.
- By the end of FY 23/24, in coordination with MCOE and local school districts, NAMI MC will support the establishment of pilot peer-support programs for high school students and TAY, with the expectation that such programs could be replicated in communities to meet the unmet needs of specific demographic and cultural. Additional services or expanded peer-support programs may be offered based on the assessment of needs communicated by participants at the Youth Mental Health summits.
- With assistance from MCOE and school districts, NAMI MC will expand its schedule of classroom presentations and will work with counselors, administrators and others to seek out appropriate services to students and families.

- The Youth Program Coordinator will establish and oversee NAMI-branded youth support programs.

#### **IV. 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, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes mutually identified by CONTRACTOR and COUNTY. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

#### **V. CONTRACT MONITOR**

Dana Edgull  
Program Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-4510

**\*\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*\***

**EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS**

---

**I. PAYMENT TYPE**

Negotiated Rate up to the maximum contract amount

**II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE****Program 1: NAMI MC Signature Programs**

<b>FISCAL YEAR PERIOD</b>	<b>MONTHLY INVOICE AMOUNT</b>
FY 2021-22	\$10,000.00
FY 2022-23	\$10,000.00
FY 2023-24	\$10,000.00

**Program 2: Youth Leadership and Empowerment**

<b>NAMI MC SIGNATURE &amp; OUTREACH PROGRAMS FISCAL YEAR PERIOD</b>	<b>MONTHLY INVOICE AMOUNT</b>
FY 2021-22	N/A
FY 2022-23	\$6,666.66
FY 2023-24	\$6,666.66

**III. PAYMENT CONDITIONS**

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such

services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section II. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section IV.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on 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 (30<sup>th</sup>) day of the month following the month of service. See Section II, 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, Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

#### 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 **\$520,000** for services rendered under this Agreement.
- B. Funding Source: This Agreement is 100% funded by MHSA PEI funds, for all Fiscal Year amounts, as shown in the below Total Agreement Maximum Liability table.

## C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2021 thru June 30, 2022	\$120,000
July 1, 2022 thru June 30, 2023	\$200,000
July 1, 2023 thru June 30, 2024	\$200,000
<b>TOTAL AGREEMENT MAXIMUM LIABILITY:</b>	<b>\$520,000</b>

- D. 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.
- 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. BILLING AND PAYMENT LIMITATIONS

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval

shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

## **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 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.”

**\*\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*\***

**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 **NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI), MONTEREY COUNTY** (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: **Family Self-Help Support & Advocacy.**

**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

- 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
- EXHIBIT J: USE OF SOUTH MONTEREY COUNTY FACILITY

### 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.
  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 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 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 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 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 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.
  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 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 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 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 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.
- 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.
- 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 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 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**

Katy Eckert, MBA  
Behavioral Health Bureau Chief  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4580

### **CONTRACTOR**

NAMI, Monterey County  
Joe Livernois, President  
P.O. Box 1367  
Salinas, CA 93902  
(831) 422-6465

(The remainder of this page is left intentionally blank)

**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

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

By: \_\_\_\_\_  
DocuSigned by:  
*Gilbert [Signature]*  
C7A30BA59CA8423...  
Department Head (if applicable)

Date: 5/28/2021 | 10:24 AM PDT

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form <sup>1</sup>  
By: \_\_\_\_\_  
DocuSigned by:  
*Marina Pantchenko*  
65EE0F1502BD412...  
County Counsel

Date: 5/3/2021 | 5:12 PM PDT

Approved as to Fiscal Provisions <sup>2</sup>  
By: \_\_\_\_\_  
DocuSigned by:  
*Gary Giboney*  
D3834BFEC1D8440...  
Auditor/Controller

Date: 5/3/2021 | 5:28 PM PDT

Approved as to Liability Provisions <sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

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

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

**National Alliance on Mental Illness,  
Monterey County**

By: \_\_\_\_\_  
Contractor's Business Name\*  
*Joe Livernois*  
85BF2F044E0F4B9...  
(Signature of Chair, President,  
or Vice President)\*

Date: 4/29/2021 | 10:03 AM PDT

By: \_\_\_\_\_  
DocuSigned by:  
*Jeanette Camacho*  
D01D6385FD2F41E...  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer)\*

Date: 4/29/2021 | 10:14 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.

<sup>1</sup>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

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

## **EXHIBIT A: PROGRAM DESCRIPTION**

### **I. IDENTIFICATION OF CONTRACTOR**

National Alliance on Mental Illness, Monterey County  
P.O. Box 1367  
Salinas, CA 93902  
(831) 422-6465

### **II. SERVICES DESCRIPTION**

NAMI MC provides education, support, information and resources to those affected by mental illnesses, including individuals living with mental illness, their family members and loved ones throughout Monterey County, as well as support and education to professional providers. It also advocates on behalf of people with mental illnesses and their families. Its volunteers conduct a variety of NAMI's signature programs throughout the year, including *Family to Family*, *de Familia a Familia*, *Peer to Peer*, *Persona a Persona* and *Support Groups*. NAMI MC also participates in and conducts numerous public events geared to public education and the elimination of the stigma associated with Mental Illness, including Crisis Intervention Training for Monterey County law-enforcement officers.

#### **1. SITE LOCATION**

NAMI Monterey County Office  
1355 Abbott St.,  
Salinas, CA 93901

Monterey County Behavioral Health, King City Office, 200 Broadway, Ste #70, King City CA: CONTRACTOR'S office hours in COUNTY office space will be scheduled as mutually agreed upon between the Behavioral Health Service Manager and CONTRACTOR'S Executive Director. Approval of space will be based on availability and need.

In an effort to "reach people where they're at," NAMI provides Education Services at various customer convenient site locations throughout Monterey County.

#### **2. PROGRAM PURPOSE**

With its signature programs, NAMI MC empowers individuals and families to recognize the symptoms of mental illness so that they can navigate appropriate treatments, while offering emotional support and education. NAMI programs—specifically *Family to Family*, in English and in Spanish—typically attract family members who are vulnerable and confused about diagnoses and treatment options for themselves or their loved ones.

### 3. PROGRAM GOALS & ACTIVITIES

NAMI MC Outreach Goals include:

- Family members and individuals living with mental illness access those services and support they need in their circumstance. Measurement tool: follow-up survey. Family members and individuals who receive direct information and support services will be queried to determine whether follow-through on recommended services/supports occurred; and the helpfulness of the service or support.

- Individuals who participate in a NAMI MC training or presentation will learn about mental illness and mental health issues. Measurement tool: post presentation/training evaluation form. Percentage of respondents answering, “Strongly agree,” or “Agree” that they “have a better understanding of mental illness and mental health issues” as a result of the training or presentation.

- NAMI MC will report out on events and individuals served

NAMI MC Signature Program Goals include:

- Program participants will learn the Signs and Symptoms of Mental Illness. Outcome measurement: post course evaluation form. Percentage of class participants stating that they “Strongly agree.” or “Agree” that as a result of the class they are better able to “Recognize the signs and symptoms of mental illness.”

- *Family to Family* and *de Familia a Familia* course participants will develop empathy. Measurement tool: post-course evaluation. Percentage of family members reporting that based on the Family to Family course, they “Strongly agree,” or “Agree” with the statement, “I do not believe mental illness is anyone’s fault.”

- Where appropriate, program participants will learn about living in recovery. Measurement: post course evaluation. Percentage who “Strongly agree,” or “Agree” that because of the class they “understand what living in recovery means as it relates to mental illness.”

- *Peer to Peer* and *de Persona a Persona* participants will practice recovery strategies. Measurement: post course evaluation. Percentage of respondents who “Strongly agree,” or “Agree” that because of the Peer to Peer course "I have developed a working Relapse Prevention Plan."

### III. YEARLY SERVICES TO BE PROVIDED INCLUDE (BUT ARE NOT LIMITED TO):

- In collaboration with MCBH will participate in (3) panel presentations at CIT trainings
- Community Outreach: Deliver English and Spanish language community presentations and trainings, either live or via video conferencing (30 Per Year)
- Community Outreach: Participate in English and Spanish community outreach opportunities (15 Per Year)
- Present *Family to Family* (English) and *de Familia a Familia* (Spanish) education courses, either live or via video conferencing (4 Per Year total for all courses)
- Present *Peer to Peer* (English) and *de Persona a Persona* (Spanish) 10-session education courses, either live or via video conferencing (4 Per Year total for all courses)

#### **IV. 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 (DHCS) and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention and Early Intervention Coordinator, on a quarterly basis, demographic data for each service provided, as well as the program outcomes as required by the [PEI regulations](#) as part of the PEI Program Evaluation Report process.

#### **V. CONTRACT MONITOR**

Dana Edgull  
Program Services Manager II  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-4510

**EXHIBIT B: PAYMENT AND BILLING PROVISIONS**

---

**I. PAYMENT TYPE**

Negotiated Rate up to the maximum contract amount

**II. PAYMENT RATE/MONTHLY PAYMENT SCHEDULE**

<b>NAMI MC SIGNATURE &amp; OUTREACH PROGRAMS</b>	<b>FISCAL YEAR PERIOD</b>	<b>MONTHLY INVOICE AMOUNT</b>
	FY 2021-22	\$10,000
	FY 2022-23	\$10,000
	FY 2023-24	\$10,000

**III. PAYMENT CONDITIONS**

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowances (CMA), which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY’S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program,

as identified in this Exhibit B, Section II. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section IV.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on 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 (30<sup>th</sup>) day of the month following the month of service. See Section II, 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, Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement

shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

#### 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 **\$360,000** for services rendered under this Agreement.
- B. Funding Source: This Agreement is 100% funded by MHSA PEI funds, for all Fiscal Year amounts, as shown in the below Total Agreement Maximum Liability table.
- C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2021 thru June 30, 2022	\$120,000
July 1, 2022 thru June 30, 2023	\$120,000
July 1, 2023 thru June 30, 2024	\$120,000
<b>TOTAL AGREEMENT MAXIMUM LIABILITY:</b>	<b>\$360,000</b>

- D. 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.
- 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. BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSR reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to

that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**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 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."

**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:  
  
85BF2F941E0F4B9...

Signature of Authorized Representative

4/29/2021 | 10:03 AM PDT

Date

National Alliance on Mental Illness, Monterey County  
Business Name of Contractor

Joe Livernois  
Name of Authorized Representative (printed)

President  
Title of Authorized Representative

**EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

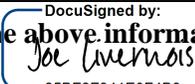
Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	National Alliance on Mental Illness, Monterey County		
Name of Designee	Joe Livernois		
Title of Designee	President		
Street	P.O. Box 1367		
City	Salinas, CA	State	CA Zip 93902
IRS Employer Identification Number	77-0077138		
<p><b>I certify that the above information is complete and correct to the best of my knowledge and belief.</b></p> <p>DocuSigned by:    <small>85BF2E941E0E4B9</small></p> <p>Date <u>4/29/2021</u>   <u>10:03 AM</u> PDT</p>			
Signature of Contractor			
Title of Contractor: President			

## **EXHIBIT E: 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.
- 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, 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 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.**

National Alliance on Mental Illness, Monterey County

Contractor (Organization Name)

Joe Livernois

Name of Authorized Representative

President

Title of Authorized Representative

DocuSigned by:

Joe Livernois

85BF2F941E0F4B9...

Signature of Authorized Representative

4/29/2021 | 10:03 AM PDT

Date

## **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 **National Alliance on Mental Illness, Monterey County** (“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;

(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;

(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.

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.

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:

National Alliance on Mental Illness, Monterey County  
P.O. Box 1367  
Salinas, CA 93902  
Attn: Joe Livernois, President  
Tel: (831) 422-6465

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

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.

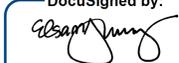
5.6 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

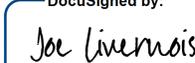
5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County’s reasonable cost of providing notification of and 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**

**NATIONAL ALLIANCE ON MENTAL ILLNESS, MONTEREY COUNTY**

DocuSigned by:  
  
By: \_\_\_\_\_  
C7A30BA99CA8423...

DocuSigned by:  
  
By: \_\_\_\_\_  
85BF2F941E0F4B9...

Print Name: Elsa M. Jimenez

Print Name: Joe Livernois

Print Title: Director of Health

Print Title: President

Date: 5/28/2021 | 10:24 AM PDT

Date: 4/29/2021 | 10:03 AM PDT

BAA- Health Department Revised 12/12/2014

### EXHIBIT G: Monterey County Behavioral Health - Invoice Form

		Invoice Number: <input style="width: 90%;" type="text"/>
<b>Contractor :</b>	National Alliance on Mental Illness, Monterey County	
<b>Address Line 1</b>	P.O. Box 1367	County PO No.: <input style="width: 90%;" type="text"/>
<b>Address Line 2</b>	Salinas, CA 93902	Invoice Period: <input style="width: 90%;" type="text"/>
<b>Tel. No.:</b>	(831) 375-6264	
<b>Fax No.:</b>		
<b>Contract Term:</b>	July 1, 2021 - June 30, 2022	<b>Final Invoice:</b> (Check if Yes) <input style="width: 50px;" type="checkbox"/>
<b>BH Bureau :</b>	Mental Health Services	BH Control Number

Service Description					Total Contract Amount FY 2021-22	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Family Self-Help Support & Advocacy	Cash Flow Advance Amount \$10,000 per month				\$120,000.00			\$120,000.00	100%
<b>TOTAL</b>					\$120,000.00			\$120,000.00	100%

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 <span style="float: right;">Date</span>
---	--

## EXHIBIT H: COST REIMBURSEMENT INVOICE FORM

CONTRACTOR'S NAME							
BUDGET AND EXPENDITURE REPORT							
For Monterey County - Behavioral Health							
Program Name:		Fiscal Year:		AVATAR Program(s):			
Unduplicated Number of Clients Served:		Address:					
Service Description	Mode of Service	Service Function Code	Total Units of Service	Amount Due from the COUNTY	Estimated Medical Units of Service	Estimated Federal Financial Participation (FFP) Revenue	
				Approved Budget	Actual for 6 Months	Actual Year-to-Date	
<b>A. PROGRAM REVENUES</b>							
Monterey County Funds (Monterey County's Use):							
<b>Provisional Revenues</b>							
Estimated Federal Financial Participation (FFP)				\$ -			
<b>Cash Flow Advances</b>							
				\$ -			
<b>Total Requested Monterey County Funds</b>				\$ -	\$ -	\$ -	
<b>Other Program Revenues</b>							
<b>TOTAL PROGRAM REVENUES (equals Allowable Costs)</b>				\$ -	\$ -	\$ -	
<b>B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is</b>							
<b>I. Direct Cost Centers - a direct cost, as defined in OMB A-57, is a cost that can be identified specifically with a particular final cost objective.</b>							
<b>A. Mode Costs (Direct Services)</b>				Approved Budget	Actual for 6 Months	Actual Year-to-Date	
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)						
2	Payroll taxes						
3	Employee benefits						
4	Workers Compensation						
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)						
6	Temporary Staffing						
7	Flexible Client Spending (please provide supporting documents)						
8	Travel costs incurred to carry out the program						
9	Employee Travel and Conference						
10	Communication Costs						
11	Utilities						
12	Cleaning and Janitorial						
13	Maintenance and Repairs - Buildings						
14	Maintenance and Repairs - Equipment						
15	Printing and Publications						
16	Memberships, Subscriptions and Dues						
17	Office Supplies						
18	Postage and Mailing						
19	Medical Records						
20	Data Processing						
21	Rent and Leases - equipment						
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)						
23	Taxes and assessments (Please identify the property address and method of cost allocation)						
24	Interest on other long-term debt (please identify the property address and method of cost allocation)						
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)						
26	Audit costs and related services (Audit required by law conducted in accordance with the Single Audit Act (OMB Circular A-133))						
27	Miscellaneous (please provide details)						
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)						
29	<b>Total Mode Costs</b>			\$ -	\$ -	\$ -	
<b>Administrative Costs - the allocation base must reasonably represent the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation base used and the service</b>							
30	Salaries and Benefits						
31	Supplies						
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.						
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)						
34	<b>Total Administrative Costs</b>			\$ -	\$ -	\$ -	
35	<b>TOTAL DIRECT COSTS</b>			\$ -	\$ -	\$ -	

**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 15<sup>th</sup> for the fiscal year ending on the previous June 30<sup>th</sup> 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:
    - 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) 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.
  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 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.
- 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. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section 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.

**V. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

- 1. paid in one cash payment by CONTRACTOR to COUNTY;
  - 2. deducted from future claims over a period not to exceed six (6) months;
  - 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.

**EXHIBIT J:  
USE OF SOUTH MONTEREY COUNTY FACILITIES**

---

NAMI Monterey County agrees to:

1. Access and use one (1) designated office space, one (1) desk, and chair(s) as necessary, in each of the respective City of King City clinic facilities to provide services to South County residents.
2. Provide and use NAMI equipment such as telephone, fax, copier, computer and supplies, and incur those related costs for the services provided and client operations.
3. Schedule and coordinate with the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis, to provide NAMI related services as outlined in Exhibit A for one day each week in each of the respective City of King City clinic facilities for use of designated office space (except on a County observed holiday) during County business hours.
4. Provide advance notice of any changes for designated office space use to the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis.
5. Meet and communicate about building access schedule with the South County Behavioral Health Services Manager and/or other County staff member as designated by County, on an as needed basis.

COUNTY agrees to:

1. Provide one (1) designated office space with one (1) desk, and chair(s) as necessary in each of the respective City of King City and the City facility to the NAMI for one (1) NAMI bi-lingual staff member to provide mental health prevention and early intervention services to South County residents.
2. Schedule and coordinate with the NAMI President and/or other NAMI staff member as designated by NAMI, on an as needed basis, to accommodate the services of NAMI for one day each week in the City of King City facility for use of designated office space (except on a County observed holiday) during County business hours.
3. Provide advance notice of any changes for designated office space use to the NAMI President and/or other NAMI staff member as designated by NAMI, on an as needed basis.
4. Meet and communicate about building access schedule with the NAMI President and/or other NAMI staff member as designated by NAMI, on an as needed basis.

The County shall not be responsible for NAMI personnel and clients. In the event that a member of the staff and/or patient misuses the clinic facility and/or clinic equipment in any way, NAMI shall immediately remove the staff member(s) and/or patient from clinic facility.



# Monterey County

Item No.35

## Board Report

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

Legistar File Number: A 22-420

August 23, 2022

**Introduced:** 7/18/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Ratify the execution by the Director of Health of the non-standard Agreement between the County of Monterey and Heluna Health to provide Public Health Microbiologist (PHM) training and to participate in the California Department of Public Health's (CDPH's) Continuity of Operations Plan (COOP) for statewide emergency/surge laboratory testing, with a retroactive start date of July 1, 2021 through December 15, 2022, for a total agreement amount of \$160,000; and
- b. Approve nonstandard risk provisions in Agreement as recommended by the Director of Health.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Ratify the execution by the Director of Health of the non-standard Agreement between the County of Monterey and Heluna Health to provide Public Health Microbiologist (PHM) training and to participate in the California Department of Public Health's (CDPH's) Continuity of Operations Plan (COOP) for statewide emergency/surge laboratory testing, with a retroactive start date of July 1, 2021 through December 15, 2022, for a total agreement amount of \$160,000; and
- b. Approve nonstandard risk provisions in Agreement as recommended by the Director of Health.

### 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 Centers for Disease Control and Prevention Laboratory Response Network (LRN) partner as well as a California SARS-CoV-2 Whole Genome Sequencing Initiative (COVIDNet) participant. The PHL provides polymerase chain reaction (PCR) testing with associated whole genome sequencing for communicable disease surveillance purposes, surge events and other public health emergencies.

The Health Department's PHL received a grant from CDPH which is administered by Heluna Health to address the shortage of trained public health microbiologists and to support regional access to quality public health laboratory services. The grant provides funding to: (1) train and prepare two laboratory assistants for the state certification exam for Public Health Microbiologist licensure, and (2) participate in Continuity of Operations Plan (COOP) activities coordinated by CDPH for statewide COVID-19 emergency testing.

The Health Department staff have been working with Heluna for several months to finalize the Agreement. The Director of Health and County Counsel signed this agreement in May 2022, and the Helena representative signed on June 6, 2022. At that time, the Department was informed that the agreement would need board approval. The Department then proceeded to prepare board documents. However, Department staff have needed to prioritize other COVID-19 pandemic response documents and agreements, thus increasing the time required to bring this agreement to the Board. Accordingly, the agreement is presented to the Board for ratification.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 2. Enhance public health and safety through prevention; 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services; and 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports 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; 8. Build and support a diverse and skilled public health workforce.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel approves this agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:

This is a revenue agreement. It is estimated that approximately \$60,000 will be earned, and accrued, during Fiscal Year (FY) 2021-22, and revenue and appropriations for the remaining \$100,000 are included in the Public Health Bureau's FY 2022-23 Adopted Budget (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: Donna Ferguson, Director of Public Health Laboratory, 755-4636

Approved by:

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

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreemen

t



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: A 22-420**

**August 23, 2022**

**Introduced:** 7/18/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Ratify the execution by the Director of Health of the non-standard Agreement between the County of Monterey and Heluna Health to provide Public Health Microbiologist (PHM) training and to participate in the California Department of Public Health's (CDPH's) Continuity of Operations Plan (COOP) for statewide emergency/surge laboratory testing, with a retroactive start date of July 1, 2021 through December 15, 2022, for a total agreement amount of \$160,000; and
- b. Approve nonstandard risk provisions in Agreement as recommended by the Director of Health.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Ratify the execution by the Director of Health of the non-standard Agreement between the County of Monterey and Heluna Health to provide Public Health Microbiologist (PHM) training and to participate in the California Department of Public Health's (CDPH's) Continuity of Operations Plan (COOP) for statewide emergency/surge laboratory testing, with a retroactive start date of July 1, 2021 through December 15, 2022, for a total agreement amount of \$160,000; and
- b. Approve nonstandard risk provisions in Agreement as recommended by the Director of Health.

**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 Centers for Disease Control and Prevention Laboratory Response Network (LRN) partner as well as a California SARS-CoV-2 Whole Genome Sequencing Initiative (COVIDNet) participant. The PHL provides polymerase chain reaction (PCR) testing with associated whole genome sequencing for communicable disease surveillance purposes, surge events and other public health emergencies.

The Health Department's PHL received a grant from CDPH which is administered by Heluna Health to address the shortage of trained public health microbiologists and to support regional access to quality public health laboratory services. The grant provides funding to: (1) train and prepare two laboratory assistants for the state certification exam for Public Health Microbiologist licensure, and (2) participate in Continuity of Operations Plan (COOP) activities coordinated by CDPH for statewide COVID-19 emergency testing.

Legistar File Number: A 22-420

---

The Health Department staff have been working with Heluna for several months to finalize the Agreement. The Director of Health and County Counsel signed this agreement in May 2022, and the Helena representative signed on June 6, 2022. At that time, the Department was informed that the agreement would need board approval. The Department then proceeded to prepare board documents. However, Department staff have needed to prioritize other COVID-19 pandemic response documents and agreements, thus increasing the time required to bring this agreement to the Board. Accordingly, the agreement is presented to the Board for ratification.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 2. Enhance public health and safety through prevention; 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services; and 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports 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; 8. Build and support a diverse and skilled public health workforce.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel approves this agreement as to legal form. Auditor-Controller has reviewed and approved this Agreement as to fiscal provisions.

FINANCING:

This is a revenue agreement. It is estimated that approximately \$60,000 will be earned, and accrued, during Fiscal Year (FY) 2021-22, and revenue and appropriations for the remaining \$100,000 are included in the Public Health Bureau's FY 2022-23 Adopted Budget (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:

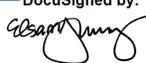
Legistar File Number: A 22-420

---

- 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: Donna Ferguson, Director of Public Health Laboratory, 755-4636

Approved by:

DocuSigned by:  


Date: 8/17/2022 | 10:47 AM PDT

C7A30BA59CA8423...

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreemen

t



## WORK ORDER AGREEMENT

This Work Order Agreement (this "Agreement") is hereby made by and between Public Health Foundation Enterprises, Inc. DBA Heluna Health, a 501(c)(3) California nonprofit corporation (hereafter "**HELUNA HEALTH**", or "**Client**"), and the County of Monterey on behalf of the Monterey County Health Department, identified below (hereafter "**Local Health Department**") and sets forth the terms and conditions between Client and Local Health Department, for agreed services, as required by the Client, and as stated in this Agreement. This Agreement does not designate Local Health Department as the agent or legal representative of HELUNA HEALTH for any purpose whatsoever. (HELUNA HEALTH and Local Health Department shall be referred to herein individually as a "party" and collectively as the "parties").

### I. IDENTIFIED PARTIES

#### CLIENT

Heluna Health  
13300 Crossroads Parkway North, Suite 450  
City of Industry, CA 91746  
[www.helunahealth.org](http://www.helunahealth.org)  
ATTN: Rochelle McLaurin, Director, Contract and Grant Management  
[ELCCOVID19Invoices@helunahealth.org](mailto:ELCCOVID19Invoices@helunahealth.org)

Grant#: 6NU50CK000539-02-04 DHHS-CDC CFDA#: 93.323

#### LOCAL HEALTH DEPARTMENT

Monterey County Public Health Laboratory  
1270 Natividad Road  
Salinas, CA 93906  
ATTN: Elsa Jimenez, Director of Health  
[Jimenezem@co.monterey.ca.us](mailto:Jimenezem@co.monterey.ca.us)  
(831) 755-4500

Program#: 0187.3408

II. **TERM.** Unless otherwise terminated or extended by written notice, this Agreement shall be effective on **7/1/2021** and term on **12/15/2022**.

III. **SERVICES AND COMPENSATION.** Local Health Department shall perform the services (the "Services") described below and as described in Attachment A, Statement of Work ("SOW") attached hereto and incorporated herein by this reference. The Services will take place at the location as referenced in Section 1. Identified Parties for Local Health Department and at such other location as may be set forth in the SOW.

(a) **Services.** Local Health Department shall perform all services as stated in the SOW. Local Health Department shall perform the Services in accordance with generally accepted professional standards and in an expeditious and economical manner consistent with sound professional practices. Local Health Department maintains and shall maintain at all times during the term of this Agreement all applicable federal, state and local business and other licenses, including any professional licenses or certificates, industrial permits and/or licenses, industry specific licenses, licenses required by the state(s) and/or locality(s) in which it does business, fictitious business names, if applicable, federal tax identification numbers, insurance, and anything else required of Local Health Department as a business operator or to perform the Services.

(b) **Payment.** HELUNA HEALTH agrees to compensate the Local Health Department on a **Cost-Reimbursable Contract. See Attachment A "Budget" for line item budget detail.** Local Health Department shall be compensated only for Services actually performed and required as set forth herein and any services in excess will not be compensated. The total compensation payable to the Local Health Department hereunder shall be as set forth below:

- The compensation shall be **\$0.00** per hour  
 The compensation shall consist of a fixed-fee in the aggregate, not to exceed **\$160,000.00**.

All costs and expenses incurred by Vendor for equipment, tools, losses, risks, materials, supplies and travel are the responsibility of the Vendor and Vendor shall not be compensated or reimbursed by HELUNA HEALTH for any such costs and expenses. If for any reason Vendor receives any compensation in excess of the amount described above, Vendor shall repay said amount to HELUNA HEALTH within 10 days of demand for such repayment.

(c) **Invoice.** Invoices shall be submitted: **Monthly, no later than 30 days after month end**

Payment for all undisputed amounts of submitted invoices shall be paid no later than 30 days after HELUNA HEALTH's receipt of the invoice and required back up documentation. Local Health Department shall submit invoices to the attention of the contact person identified by HELUNA HEALTH. All final invoices must be received within 45 days of the expiration or termination of this Agreement or within such earlier time period as HELUNA HEALTH may require. If any invoices are not submitted within such time periods, Local Health Department waives all rights to payment under such invoices. Local Health Department shall be solely responsible for the payment of all federal, state and local income taxes, social security taxes, federal and state unemployment insurance and similar taxes and all other assessments, taxes, contributions or sums payable with respect to Local Health Department or its employees as a result of or in connection with the Services performed by Local Health Department hereunder.

(d) **Budget Modifications.**

The budget may be modified accordingly:

- Informal Budget Modification: One (1) time throughout the term of this agreement. The informal budget modification must be a change of <10% of the total budget. The request must be in writing to [ELCCOVID19Invoices@helunahealth.org](mailto:ELCCOVID19Invoices@helunahealth.org). Any informal budget modification request must be submitted thirty (30) days before the end of the agreement term.
- Formal Budget Modification: One (1) time throughout the term of this agreement. The formal budget modification must be a change of 10% or greater of the total budget. The request must be in writing on agency letterhead to [ELCCOVID19Invoices@helunahealth.org](mailto:ELCCOVID19Invoices@helunahealth.org). Any formal budget modification request must be submitted sixty (60) days before the end of the agreement term.

IV. **INSURANCE.** Local Health Department, at its sole cost and expense, shall at all times during the term of this Agreement maintain the insurance coverage set forth on Attachment B, attached hereto and incorporated herein by this reference, on the terms and conditions described therein. Evidence of such insurance coverage shall be provided to HELUNA HEALTH by Local Health Department prior to commencing performance of the Services under this Agreement in the form of a Certificate of Insurance or Certificate of Self-Insurance.

V. **AUTHORIZED SIGNERS.** The undersigned certify their acknowledgment of the nature and scope of this agreement and support it in its entirety.

DocuSigned by:  
*Peter Dale*  
6/6/2022  
Signature & Date  
Heluna Health  
Peter Dale, Chief Program Officer

DocuSigned by:  
*Elsa Jimenez*  
5/27/2022 | 8:46 AM PDT  
Signature & Date  
Monterey County Health Department  
Public Health Laboratory  
Elsa Jimenez, Director of Health

County of Monterey County Counsel  
Approved as to Form  
5/25/2022 | 12:25 PM PDT  
*Marina Pantchenko*  
Signature & Date  
Stacy Saetta, Chief Deputy County Counsel  
Marina Pantchenko

County of Monterey Auditor/Controller  
Approved as to Financial Provisions  
DocuSigned by:  
*Gary Giboney*  
5/25/2022 | 1:18 PM PDT  
Signature & Date  
Burcu Mousa, Assistant Auditor-Controller  
Gary Giboney

## TERMS AND CONDITIONS

1. **INDEPENDENT LOCAL HEALTH DEPARTMENT RELATIONSHIP.** Nothing herein is intended to place the parties in the relationship of employer-employee, partners, joint venturers, or in anything other than an independent Local Health Department relationship. Local Health Department shall not be an employee of HELUNA HEALTH for any purposes, including, but not limited to, the application of the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Revenue and Taxation Code relating to income tax withholding at the source of income, the Workers' Compensation Insurance Code 401(k) and other benefit payments and third party liability claims.

Local Health Department shall retain sole and absolute discretion and judgment in the manner and means of carrying out Local Health Department's Services hereunder. Local Health Department is in control of the means by which the Services are accomplished. Any advice given to Local Health Department regarding the Services shall be considered a suggestion only, not an instruction. HELUNA HEALTH retains the right, but does not have the obligation, to inspect, stop, or alter the work of Local Health Department to assure its conformity with this Agreement. Local Health Department shall be responsible for completing the Services in accordance with this Agreement and within the time period and schedule set forth in the SOW, but Local Health Department will not be required to follow or establish a regular or daily work schedule.

2. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES.** Neither federal, nor state, nor local income tax nor payroll taxes of any kind shall be withheld or paid by HELUNA HEALTH on behalf of Local Health Department or the employees of Local Health Department. Local Health Department shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes.

Local Health Department understands that Local Health Department is responsible to pay, according to law, Local Health Department's income taxes. If Local Health Department is not a corporation or other legal entity, Local Health Department further understands that Local Health Department may be liable for self-employment (social security) tax, to be paid by Local Health Department according to law. Local Health Department agrees to defend, indemnify and hold HELUNA HEALTH harmless from any and all claims made by federal, state and local taxing authorities on account of Local Health Department's failure to pay any federal, state or local income and self-employment taxes or other assessments due as a result of Local Health Department's Services hereunder. Furthermore, to avoid conflict with federal or state regulations, Local Health Department will not be eligible for employment with HELUNA HEALTH within the same calendar year in which Local Health Department performed services for HELUNA HEALTH.

3. **FRINGE BENEFITS.** Because Local Health Department is an independent entity, Local Health Department is not eligible for, and shall not participate in, any HELUNA HEALTH pension, health, or other fringe or employee benefit plans. Only personnel hired as HELUNA HEALTH employees will receive fringe benefits.
4. **WORKERS' COMPENSATION.** No workers' compensation insurance shall be obtained by HELUNA HEALTH concerning Local Health Department or the employees of Local Health Department. All persons hired by Local Health Department to assist in performing the tasks and duties necessary to complete the Services shall be the employees of Local Health Department unless specifically indicated otherwise in an agreement signed by all parties. Local Health Department shall immediately provide proof of insurance, including Workers' Compensation insurance and General Liability insurance, covering said employees, upon request of HELUNA HEALTH.
5. **EQUIPMENT AND SUPPLIES.** Local Health Department or Jurisdiction shall provide all necessary equipment, materials and supplies required by Local Health Department to perform the Services.
6. **TERMINATION.** HELUNA HEALTH may terminate this Agreement without cause at any time by giving written notice to Local Health Department at least 30 days prior to the effective date of termination. Either party may terminate this Agreement with reasonable cause effective immediately by giving written notice of termination for reasonable cause to the other party. Reasonable cause shall mean: (A) material violation or breach of this Agreement; (B) any act of the other party that exposes the terminating party to liability to others for personal injury or property damage or any other harm, damage or injury; (C) cancellation or reduction of funding affecting the Program affecting the Services; or (D) improper use of funds. In the event this Agreement is terminated for reasonable cause by HELUNA HEALTH, Local Health Department shall not be relieved of any liability to HELUNA HEALTH for damages and HELUNA HEALTH may withhold any payments to Local Health Department for the purpose of setoff until such time as the actual amount of damages due to HELUNA HEALTH from Local Health Department is determined.

If applicable, upon the expiration or termination of this Agreement, Local Health Department shall immediately return to HELUNA HEALTH all computers, cell phones, smart phones, computer programs, files, documentation, user data, media, related material, finished or unfinished documents, studies, reports and any and all Confidential Information (as defined below) and Work Product (as defined below).

HELUNA HEALTH shall have the right to withhold final payment to Local Health Department until all such items are returned to HELUNA HEALTH.

These Terms and Conditions and any other provisions of this Agreement that by their nature should or are intended to survive the expiration or termination of this Agreement shall survive and the parties shall continue to comply with the provisions of this Agreement that survive. Notwithstanding any termination that may occur, each party shall continue to be responsible for carrying out all the terms and conditions required by law to ensure an orderly and proper conclusion.

7. **COMPLIANCE WITH LAWS.** Local Health Department shall comply with all state and federal statutes and regulations applicable to Local Health Department, the Services and the Program in performing Local Health Department's obligations under this Agreement. Local Health Department represents and warrants that neither Local Health Department nor its principals or personnel are presently, nor will any of them be during the term of this Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or funding agency.
8. **HIPAA (if applicable).** In the event that Local Health Department's performance under this Agreement may expose Local Health Department to individually identifiable health information or other medical information governed by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and any regulations promulgated in connection thereto, then Local Health Department agrees to execute and deliver a copy of HELUNA HEALTH's standard Business Associate Agreement or Business Associate sub Local Health Department Agreement, as applicable, as required by HIPAA.
9. **CALIFORNIA PUBLIC RECORDS ACT.** The County of Monterey is a public agency subject to disclosure requirements of the California Public Records Act ("CPRA"). If HELUNA HEALTH's proprietary or otherwise confidential information is contained in documents submitted to County, and HELUNA HEALTH claims that such information falls within one or more CPRA exemptions, HELUNA HEALTH must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will provide notice to HELUNA HEALTH prior to such disclosure. If HELUNA HEALTH contends that any documents are exempt from CPRA and wishes to prevent disclosure, it will coordinate with the County of Monterey on possible non-disclosure of confidential information.
10. **CONFIDENTIALITY AND NON-DISCLOSURE.** HELUNA HEALTH and County of Monterey agree that during the course of this Agreement, if information is exchanged that is deemed confidential, County of Monterey agrees to hold any and all Confidential Information in the strictest of confidence. County of Monterey expressly acknowledges that the Confidential Information constitutes confidential, valuable, special and unique assets of HELUNA HEALTH or, if applicable, any third-parties (i.e. Federal Government) who may have disclosed Confidential Information to HELUNA HEALTH and that the Confidential Information belongs to and shall remain the property of HELUNA HEALTH and such third-parties. County of Monterey agrees to afford HELUNA HEALTH protection against any unauthorized use of the Confidential Information or any use of the Confidential Information in a manner that may be detrimental to HELUNA HEALTH.
11. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for two years following its termination, Local Health Department shall not induce, encourage, or advise any person who is employed by or is engaged as an agent or independent Local Health Department by HELUNA HEALTH to leave the employment of HELUNA HEALTH or otherwise raid the employees of HELUNA HEALTH, without the express written consent of HELUNA HEALTH. Nothing contained in this paragraph shall constitute a waiver by HELUNA HEALTH of any rights it may have if Local Health Department engages in actionable conduct after the two-year period referred to above.
12. **WORKS FOR HIRE. RESERVED.**
13. **INDEMNITY.** Local Health Department hereby agrees to indemnify, hold harmless and defend HELUNA HEALTH, its board of trustees, officers, directors, agents, Local Health Departments, subcontractors, employees, affiliated companies, representatives, and agents (collectively, the "Local Health Department Indemnified Parties") from and against any and all claims, causes of action, costs, demands, lawsuits, expenses (including, without limitation, attorney's fees and costs), interest, penalties, losses, damages, settlements, liabilities, and any and all amounts paid in investigation or defense incurred by any of the Local Health Department Indemnified Parties arising out of or resulting from: (i) Local Health Department's (or its agents', subcontractors' or employees') performance of the Services; (ii) Local Health Department's (or its agents', subcontractors' or employees') default, non-performance or breach of this Agreement, including any representations, warranties, or certifications; (iii) any alleged or actual acts or omissions of Local Health Department (or its agents, subcontractors or employees) relating to services provided outside the scope of

this Agreement; or (iv) Local Health Department's (or its agents', subcontractors' or employees') violation of any federal, state or local law or regulation.

If any lawsuit, enforcement or other action is filed against any of the Local Health Department Indemnified Parties Local Health Department for which the Local Health Department Indemnified Parties are entitled to indemnification pursuant to this Agreement, Local Health Department and such other Local Health Department Indemnified Parties may elect to have Local Health Department, Local Health Department's sole expense, take control of the defense and investigation of such lawsuit or action using attorneys, investigators and others reasonably satisfactory to Local Health Department. The parties shall cooperate in all reasonable respects with the investigation, trial, and defense of any such lawsuit or action and any appeal arising from it. The terms of this section shall survive the termination of this Agreement.

14. **RECORD RETENTION AND ACCESS TO RECORDS.** Local Health Department agrees to retain all books, documents, papers, files, accounts, fiscal data, records, and reports relating to this Agreement or the Services, including, but not limited to, evidence pertaining costs and expenses, payment information, accounts of services provided and any other information or documentation related to Local Health Department's performance under this Agreement. Local Health Department shall retain all such records for a period of not less than seven (7) years after final payment is made under this Agreement and all pending matters are closed or longer if required by (i) HELUNA HEALTH's record retention policy, (ii) the Program, or (iii) any other applicable laws or regulations, including under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards issued by the federal Office of Management Budget codified at 2 CFR Part 200 ("Uniform Guidance") and Federal Acquisition Regulation (FAR) System regulations at 48 CFR 4.700 et seq. Notwithstanding the foregoing, in the event any litigation, claim, negotiation, audit or other action is commenced prior to the expiration of the aforementioned retention period, all records related to such litigation, claim, negotiation, audit or other action shall be retained until full completion and resolution of the litigation, claim, negotiation, audit or other action.

Local Health Department agrees that HELUNA HEALTH, the Program, the U.S. Comptroller General and their respective authorized representatives or designees shall have the right, upon demand, to access, examine, copy, audit or inspect any and all of the records described in this section, including on-site audits, reviews and copying of records. The terms of this section shall survive expiration or termination of the Agreement.

15. **AMENDMENTS.** Amendments to this Agreement shall be in writing, signed by the party to be obligated by such amendment and attached to this Agreement.
16. **GOVERNING LAW; VENUE.** This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Los Angeles County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Los Angeles County, California and waives any defense of forum non conveniens.
17. **EQUITABLE RELIEF.** In light of the irreparable harm to HELUNA HEALTH that a breach by Local Health Department of Sections 9, 10 and 11 of these Terms and Conditions would cause, in addition to other remedies set forth in this Agreement and other relief for violations of this Agreement, HELUNA HEALTH shall be entitled to enjoin Local Health Department from any breach or threatened breach of such Sections, to the extent permitted by law and without bond.
18. **FAIR INTERPRETATION.** The language appearing in all parts of this Agreement shall be construed, in all cases, according to its fair meaning in the English language, and not strictly construed for or against any party hereto. This Agreement has been prepared jointly by the parties hereto after arm's length negotiations and any uncertainty or ambiguity contained in this Agreement, if any, shall not be interpreted or construed against any party, but according to its fair meaning applying the applicable rules of interpretation and construction of contracts.
19. **NO WAIVER.** No failure or delay by any party in exercising a right, power or remedy under the Agreement shall operate as a waiver of any such right or other right, power or remedy. No waiver of, or acquiescence in, any breach or default of any one or more of the terms, provisions or conditions contained in this Agreement shall be deemed to imply or constitute a waiver of any other or succeeding or repeated breach or default hereunder. The consent or approval by any party hereto to or of any act of the other party hereto requiring further consent or approval shall not be deemed to waive or render unnecessary any consent or approval to or of any subsequent similar acts.
20. **NOTICES.** Any notice given in connection with this agreement shall be in writing and shall be delivered either by hand to the party or by certified mail, return receipt requested, to the party at the party's address stated in Section 1: Identified Parties. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

21. **REMEDIES NON-EXCLUSIVE.** Except where otherwise expressly set forth herein, all remedies provided by this Agreement shall be deemed to be cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to the respective parties at law or in equity.
22. **SEVERABILITY.** If any term, provision, condition or other portion of this Agreement is determined to be invalid, void or unenforceable by a forum of competent jurisdiction, the same shall not affect any other term, provision, condition or other portion hereof, and the remainder of this Agreement shall remain in full force and effect, as if such invalid, void or unenforceable term, provision, condition or other portion of this Agreement did not appear herein.
23. **NON-ASSIGNABILITY.** This agreement shall not be assigned, in whole or in part, by Local Health Department without the prior written approval and consent of HELUNA HEALTH.
24. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any signed counterpart delivered by electronic mail or facsimile shall be deemed for all purposes to constitute such party's good and valid execution and delivery of this Agreement.
25. **FEDERAL TERMS AND CONDITIONS.**
- a. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, to the extent this Agreement meets the definition of a "federally assisted construction contract" as set forth in 41 CFR Part 60-1.3, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the following: (i) the equal opportunity clause ("Equal Opportunity Clause") in 41 CFR 60-1.4(b) in accordance with Executive Order 11246, as amended by Executive Order 11375 and that the Equal Opportunity Clause is a part of this Agreement and incorporated herein by this reference; and (ii) the regulations implementing the Equal Opportunity Clause at 41 CFR Part 60 and that such implementing regulations are a part of this Agreement and incorporated herein by this reference.
  - b. **Contract Work Hours and Safety Standards Act.** To the extent this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the terms of the Contract Work Hours and Safety Standards Act, codified at 40 U.S.C. 3701 et seq., as supplemented by regulations at 29 CFR Part 5, and that such terms and regulations are a part of this Agreement and incorporated herein by this reference.
  - c. **Clean Air Act and Federal Water Pollution Control Act.** To the extent this Agreement is in excess of \$150,000, Local Health Department agrees at all times during the term of this Agreement to comply with and abide by the standards, orders or regulations issued pursuant to the Clean Air Act, codified at 42 U.S.C. 7401 et seq, and the Federal Water Pollution Control Act codified at 33 U.S.C. 1251 et seq. Local Health Department further agrees to report any violations of the foregoing to HELUNA HEALTH and the Regional Office of the Environmental Protection Agency.
  - d. **Debarment and Suspension Certification.** Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement are debarred, suspended or excluded from participation in any federal assistance programs in accordance with Executive Orders 12549 and 12689 and its implementing guidelines. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement become debarred, suspended or excluded from participation in federal assistance programs or federal contract transactions.
  - e. **Byrd Anti-Lobbying Amendment Certification.** To the extent this Agreement is in excess of \$100,000, Local Health Department certifies that neither Local Health Department nor any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement have not used and will not use any Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Local Health Department agrees to immediately notify HELUNA HEALTH if Local Health Department or any of Local Health Department's agents, sub Local Health Departments or employees who may perform services under this Agreement influence or attempt to influence any officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

**ATTACHMENT A****Statement of Work (SOW), Budget, and Reporting****Statement of Work**

## Summary of Monterey County Public Health Laboratory Request

Activity	Number requested
1. PHM Trainees	2
2. LabAspire Fellows	0
3. Microbiology Instructors – satellite sites	0
4. COOP participation - up to 4 milestones	4

**Activity 1. PHM Trainees**

Monterey County Public Health Laboratory will provide Public Health Microbiology (PHM) training to include all of the modules recommended by the California Department of Public Health (CDPH) to prepare for state certification exams to 2 trainees. Trainees will be approved for PHM training by CDPH Laboratory Field Services (LFS) and vetted by the California Association of Public Health Laboratory Directors (CAPHLD) Training Committee. Monterey County PHL will be approved by LFS as a PHL Training Laboratory.

**Activity 4. Continuity of Operations Plan (COOP) participation for state-wide COVID emergency testing**

Monterey County Public Health Laboratory will

- A. Participate in COOP, including planning meetings, capacity data, mapping to state collection sites and MOA/MOU for COVID emergency testing<sup>1</sup>
- B. Verify state collection site COVID transport media, such as Molecular Transport Medium (MTM) and/or dry swabs<sup>2</sup>
- C. Test and verify Color Application Programming Interface (API) – Laboratory Information Management System (LIMS) software integration<sup>3</sup>
- D. Complete one or more COOP exercise(s) to test capacity to receive, test and report state COVID specimens<sup>4</sup>

Monterey County PHL shall prepare an Activity 1-4 progress report for CDPH review in June 2022.

**Footnotes:**

1. The scope of the COOP and MOU/MOA are for COVID emergency testing only. Any other testing will be described in separate agreements.
2. CDPH will provide transport media for testing. PHL will provide their own verification procedures, supplies, reagents and documentation.
3. Subsequent to completion of CDPH contracts with API and LIMS vendors
4. COOP exercises to be coordinated by CDPH

**Budget**

ELC PHL Preparedness Supplement #1 Funds Budget period: July 1, 2021 to December 15, 2022		BUDGET DETAIL			
Local Health Jurisdiction / Public Health Laboratory Name		Monterey County / Monterey County Health Department			Contact emails
Project contact name (PHL Director or Manager)		Donna Ferguson, Public Health Laboratory Director			<a href="mailto:FergusonD@co.monterey.ca.us">FergusonD@co.monterey.ca.us</a>
Contract contact name (for invoices)		Emilio Saavedra, Management Analyst II			<a href="mailto:SaavedraE1@co.monterey.ca.us">SaavedraE1@co.monterey.ca.us</a>
Personnel	FTE	Salary	Cost	Budget Justification	
Public Health Microbiologist trainee (EH): Kristel Peralta or equivalent	1.00	\$ 15,217	\$15,217	Monterey County Public Health Laboratory will provide 6-12 months of microbiology training to include all of the modules recommended by CDPH to prepare for state certification exams	
Public Health Microbiologist trainee (EH): Juliana Ornelas or equivalent	1.00	\$ 15,010	\$15,010	Monterey County Public Health Laboratory will provide 6-12 months of microbiology training to include all of the modules recommended by CDPH to prepare for state certification exams	
			\$30,227		
<b>Fringe Benefits</b>	%				
	49.00%		\$14,811		
<b>Subtotal Personnel and Fringe</b>			\$45,038		
<b>In State Travel/Per Diem for training or exams - for individual(s) named in this document</b>			<b>Total</b>	<b>Budget Justification</b>	
Public Health Microbiologist trainees' travel			\$3,703	In State travel for training and exams for both trainees	
			\$0		
			\$0		
			\$0		
<b>In State Travel/Per Diem Subtotal</b>			\$3,703		
<b>Other Costs</b>			<b>Total</b>	<b>Budget Justification</b>	
<b>Exercise Materials - up to \$X per complete activity</b>					
A.Participation in COOP planning group			\$25,000		
B.Verification of CDPH COVID transport media			\$25,000		
C.Completion of Color Application Programming Interface (API) to Laboratory Information Management System (LIMS) software			\$25,000		
D.Participation in one or more COOP exercise(s) to test capacity to receive, test and report state COVID specimens			\$25,000		
<b>Other Costs Subtotal</b>			\$100,000		
<b>Total Direct Costs</b>			\$148,741		
<b>Total Indirect Costs (25%)</b>			\$11,259		
<b>Total Costs</b>			\$160,000		

**Total not to exceed \$160,00.00.**

**Invoice**

Monterey County Public Health Lab shall submit invoices for reimbursement documenting services performed under this Contract including, but not limited to time sheets, work distribution reports, itemized cost lists, invoices, receipts, and other official documentation.

Invoices must be submitted on a monthly basis as outlined in Section 3(c) of this agreement.

The final invoice must be received by January 29, 2023.

## ATTACHMENT B

### **Insurance Coverage Requirements**

Local Health Department (and any sub Local Health Department may use if permitted under the Agreement) shall, at its own expense, obtain and maintain the following self-insurance coverage during all periods while providing services under the Agreement:

#### General Liability Insurance

- (a) Coverage on an occurrence basis of all operations and premises, independent Local Health Departments, products, completed operations, explosion, collapse and underground hazards, broad form contractual liability, personal injury (including bodily injury and death), broad form property damage (including completed operations and loss of use) and additional insured endorsement.
- (b) The minimum limits of liability under this insurance requirement shall be not less than the following:
 

(i)	General Aggregate Limit	\$2,000,000
(ii)	Each Occurrence	\$1,000,000

#### Workers Compensation & Employer's Liability Insurance

Coverage in accordance with all applicable state laws reflecting the following limits of liability

- (b) Workers' Compensation:
  - (i) California Statutory Benefits
- (b) Employer's Liability:
 

(i)	\$1,000,000	Bodily Injury each Accident
(ii)	\$1,000,000	Bodily Injury by Disease – Policy Limit
(iii)	\$1,000,000	Bodily Injury by Disease – Each Employee

#### Comprehensive Automobile Liability Insurance

Coverage for all owned, hired and non-owned vehicles with limits not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence with no annual aggregate limits.

#### Professional Liability Insurance

Coverage with minimum limits of liability not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate. To the extent coverage is afforded on a claims made basis, tail coverage for a minimum of three (3) years shall be required.

All insurance policies shall: (i) name HELUNA HEALTH and any related entities identified by HELUNA HEALTH as Additional Insureds on a primary basis; (ii) stipulate that the insurance is primary and that any insurance carried by any of said Additional Insureds shall be excess and non-contributory insurance; (iii) be provided by carriers rated by A.M. Best Company as "A- VII" or better and be admitted to conduct insurance business in California; (iv) not contain a deductible greater than \$1,000; (v) provide that thirty (30) days written notification is to be given to HELUNA HEALTH prior to the non-renewal, cancellation or material alteration of any policy; and (vi) be acceptable to HELUNA HEALTH.



# Monterey County

**Item No.36**

## Board Report

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

**Legistar File Number: A 22-421**

**August 23, 2022**

**Introduced:** 7/19/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement between the County of Monterey and Central Coast VNA and Hospice, Inc. for the term retroactive to July 22, 2022 to November 15, 2022 in the amount not to exceed \$129,000 for pop-up COVID-19 vaccination clinics in under-served County areas; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$12,900) of the original contract amount and do not significantly change the scope of work.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement between the County of Monterey and Central Coast VNA and Hospice, Inc. for the term retroactive to July 22, 2022 to November 15, 2022 in the amount not to exceed \$129,000 for pop-up COVID-19 vaccination clinics in under-served County areas; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$12,900) of the original contract amount and do not significantly change the scope of work.

### SUMMARY/DISCUSSION:

The Monterey County Health Department is seeking approval and authorization for executing a standard agreement with Central Coast VNA and Hospice, Inc. to conduct COVID-19 Pop-up vaccination clinics which will be made available to community members in under-served areas in the County.

Increasing availability and access to COVID-19 vaccination services is critical in the County's response to this pandemic. In reviewing County vaccination rates and in light of additional age groups and boosters being approved by the Centers for Disease Control and Prevention, it is evident that there are community residents that could use community-based pop-up vaccination clinics, including residents located in rural areas or more urban areas with limited digital literacy or transportation resources to access other available vaccination sites or clinics. The deployment of pop-up vaccination clinics is an effective strategy in making services accessible to those residents without access to this vital service within close proximity. By contracting with Central Coast VNA and Hospice, Inc., a local provider adept at administering community influenza clinics, the County is able to more effectively increase access to COVID-19 vaccination services in under-served areas.

There will be a total of 14 first time and 14 follow-up Pop-up clinics under this agreement. Clinics will be deployed two times per week with four hour time slots and the ability to serve up to 200 residents per clinic. Clinics will be held at community sites at times convenient for residents, in English and Spanish. Sites will include but will not be limited to libraries, community centers, schools and school related venues. Boosters will be offered at all clinics. Clinics will be in the lowest quartile of the Healthy Places Index ZIP codes: 93450, 93901, 93905, 93906, 93907, 93925, 93926, 93927, 93930, 93932, 93933, 93954, 93955, 93960, 95004, 95012, and 95039.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 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:

The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by the CDC - Epidemiology and Laboratory Capacity (ELC) Paycheck Protection Program and Health Care Enhancement Act of 2020 grant. Appropriations for this Agreement are included in the Health Department's (4000-HEA003-8124) FY 2022-23 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: Krista Hanni, Program Manager II, 755-4586

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-421**

**August 23, 2022**

**Introduced:** 7/19/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement between the County of Monterey and Central Coast VNA and Hospice, Inc. for the term retroactive to July 22, 2022 to November 15, 2022 in the amount not to exceed \$129,000 for pop-up COVID-19 vaccination clinics in under-served County areas; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$12,900) of the original contract amount and do not significantly change the scope of work.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute an Agreement between the County of Monterey and Central Coast VNA and Hospice, Inc. for the term retroactive to July 22, 2022 to November 15, 2022 in the amount not to exceed \$129,000 for pop-up COVID-19 vaccination clinics in under-served County areas; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$12,900) of the original contract amount and do not significantly change the scope of work.

**SUMMARY/DISCUSSION:**

The Monterey County Health Department is seeking approval and authorization for executing a standard agreement with Central Coast VNA and Hospice, Inc. to conduct COVID-19 Pop-up vaccination clinics which will be made available to community members in under-served areas in the County.

Increasing availability and access to COVID-19 vaccination services is critical in the County's response to this pandemic. In reviewing County vaccination rates and in light of additional age groups and boosters being approved by the Centers for Disease Control and Prevention, it is evident that there are community residents that could use community-based pop-up vaccination clinics, including residents located in rural areas or more urban areas with limited digital literacy or transportation resources to access other available vaccination sites or clinics. The deployment of pop-up vaccination clinics is an effective strategy in making services accessible to those residents without access to this vital service within close proximity. By contracting with Central Coast VNA and Hospice, Inc., a local provider adept at administering community influenza clinics, the County is able to more effectively increase access to COVID-19 vaccination services in under-served areas.

There will be a total of 14 first time and 14 follow-up Pop-up clinics under this agreement. Clinics will

be deployed two times per week with four hour time slots and the ability to serve up to 200 residents per clinic. Clinics will be held at community sites at times convenient for residents, in English and Spanish. Sites will include but will not be limited to libraries, community centers, schools and school related venues. Boosters will be offered at all clinics. Clinics will be in the lowest quartile of the Healthy Places Index ZIP codes: 93450, 93901, 93905, 93906, 93907, 93925, 93926, 93927, 93930, 93932, 93933, 93954, 93955, 93960, 95004, 95012, and 95039.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 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:

The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by the CDC - Epidemiology and Laboratory Capacity (ELC) Paycheck Protection Program and Health Care Enhancement Act of 2020 grant. Appropriations for this Agreement are included in the Health Department's (4000-HEA003-8124) FY 2022-23 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:

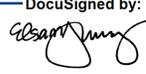
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Krista Hanni, Program Manager II, 755-4586

Legistar File Number: A 22-421

---

Approved by:

DocuSigned by:  


Date: 7/21/2022 | 2:44 PM PDT

C7A30BA59CA8423...  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreement

**COUNTY OF MONTEREY STANDARD AGREEMENT**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Central Coast VNA & Hospice, 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:** Services, staff, planning, administering, and managing COVID-19 vaccination clinics in communities of greatest need with least access to vaccination services and disproportionate burden of COVID-19 disease.

**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: \$ 129,000

**3.0 TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from July 22, 2022 to November 15, 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:** Business Associate Agreement

**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 or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

**Workers’ Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

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

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

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

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any 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:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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

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

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

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

## 14.0 INDEPENDENT CONTRACTOR:

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

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Krista Hanni, MS, PhD Planning, Evaluation, and Policy Manager	Andrea Zoodsma, BSN, RN, PHN Director, Central Coast VNA & Hospice, Inc.
<u>Name and Title</u>	<u>Name and Title</u>
1270 Natividad Road Salinas, CA 93906	5 Lower Ragsdale Drive Monterey, CA 93940
<u>Address</u>	<u>Address</u>
831-755-4586	831-372-6668
<u>Phone:</u>	<u>Phone:</u>

## 16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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

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

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

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

Central Coast VNA & Hospice, Inc.

By: \_\_\_\_\_
Contracts/Purchasing Officer
Date: \_\_\_\_\_
By: \_\_\_\_\_
Department Head (if applicable)
Date: \_\_\_\_\_

DocuSigned by: Contractor/Business Name \*
Jane RUSSO
(Signature of Chair, President, or Vice-President)
CEO
Date: 7/11/2022 | 5:06 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel
By: Stacy Saetta stacy saetta
County Counsel
Date: 7/15/2022 | 2:58 PM PDT Deputy County Counsel

DocuSigned by:
Patrick Hung
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Patrick Hung CFO
Date: 7/12/2022 | 11:29 AM PDT

Approved as to Fiscal Provisions
By: Gary Giboney Gary Giboney
Auditor/Controller
Date: 7/15/2022 | 3:20 PM PDT Deputy Auditor controller

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager
By: \_\_\_\_\_
Risk Management
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

Central Coast VNA and Hospice, Inc.
Term: 07/22/2022 - 11/15/2022
NTE: \$129,000

## **EXHIBIT A**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
AND  
Central Coast VNA and Hospice, Inc., hereinafter referred to as “CONTRACTOR”**

### **Scope of Services/Payment Provisions**

#### **A. SCOPE OF SERVICES**

A.1. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Contractor will serve as the planner, administrator, and manager for COVID-19 vaccination clinics (clinics) to be set up in communities of greatest needs with least access to existing vaccination service and disproportionate burden of COVID-19 disease. Other vaccination services may be provided at clinics depending on local epidemiology and available resources; however, the primary focus of the clinics must be COVID-19 vaccination services.

Clinics will be held at community sites including but not limited to libraries, community centers, schools and school related venues in the following ZIP codes: 93450, 93901, 93905, 93906, 93907, 93925, 93926, 93927, 93930, 93932, 93933, 93954, 93955, 93960, 95004, 95012, and 95039. Clinics will be held up to two to three times per week with four-hour slots. Days of the week and hours will be based on availability of clinic venues; however, the focus should be on days and times convenient for residents. Services must be offered in English and Spanish. If possible, multiple first dose clinics should not be held in the same ZIP code in order to broaden access. Specifically, each first dose clinic should be in a different ZIP code if possible. Fourteen (14) first dose and 14 matching second dose clinics are included in this Agreement.

The purpose of this agreement is to increase access to vaccine in priority ZIP codes among individuals eligible for vaccination as of the date each clinic is conducted.

#### **Contractor Responsibilities:**

- Identifying and secure clinic locations
- Serve as the planner, administrator, and manager for COVID-19 vaccination clinics (clinics) to be set up in communities of greatest needs with least access to existing vaccination service and disproportionate burden of COVID-19 disease.
  - Clinics shall be held at schools and other community venues in the following priority ZIP codes: 93450, 93901, 93905, 93906, 93907,

Central Coast VNA & Hospice, Inc.  
Term: 07/22/2022 – 11/15/2022  
NTE: \$129,000  
Page 1 of 5

93925, 93926, 93927, 93930, 93932, 93933, 93954, 93955, 93960, 95004, 95012, and 95039.

- Hold clinics on days and times convenient for focus populations.
- Offer services in English and Spanish languages.
- Vary first dose locations so that clinics are held in as many priority ZIP codes as possible
- Work with the County and venue to promote the clinics
- Use County of Monterey logo and statement “Funded by the Monterey County Health Department” in any advertisement of clinics completed under this contract
- Managing clinics including travel to and from clinic sites
- Obtain any necessary agreements with clinic venues
- Train staff on appropriate vaccine storage, handling, and administration procedures
- Set up and take down clinic
- Manage crowds
- Provide education at clinic sites to participants including distribution vaccine information sheets and obtaining consent for services
- Serve as Ordering Physician
- Administer vaccine in accordance with FDA, ACIP, and manufacturer guidelines
- Schedule a first and a second dose clinic at each clinic site, spaced at the appropriate time interval
- Be prepared to address anaphylactic and other reactions
- Provide proof of vaccination to client
- Report doses administered in the CAIR immunization registry
- Procuring materials, supplies, PPE, and vaccine needed for clinic and staff
- Display a copy of the CAIR Notice Poster at each clinic
- Other duties necessary in the administration and management of clinics

Contractor will submit the following required deliverables:

- Schedule of clinics with dates, times, and locations with updates as changes occur
- Monthly summary report of services provided including number of doses administered per location

All deliverables required under this Agreement must be delivered to Krista Hanni, Planning, Evaluation, and Policy Manager, in accordance with the schedule above.

**B. PAYMENT PROVISIONS****B.1. COMPENSATION/PAYMENT**

County shall pay an amount not to exceed **\$129,000** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates in accordance with the following items:

<b>Central Coast VNA and Hospice, Inc.</b>				
<b>July 22, 2022 – November 15, 2022</b>				
<b>Item</b>	<b>Description</b>	<b>Cost</b>	<b>Deliverable</b>	<b>Total Cost</b>
Four-hour clinic	Staff costs for administration and management of clinics; costs for three licensed vaccinators, one clerical person, and two crowd control/facilitator people per clinic; and supplies, materials, and PPE needed per clinic. Clinic activities include travel time to and from clinic sites, set up and take down of clinic, registering clients, vaccination and monitoring. Includes 3 hours vaccination time, half-hour set up, and half-hour tear down.	\$4,000	28 (14 first dose and 14 second dose)	\$112,000.00
Advertisement	Cost for preparing flyers/infographics and advertising	\$100	20	\$2,000.00
Planning, site procurement, and reporting	Cost for identifying and securing agreements with sites, ordering supplies, entering doses administered in CAIR.	\$700	20	\$14,000.00
Travel	Actual mileage based on County Travel Policy	\$0.56 per mile		\$1,000.00
				<b>\$129,000.00</b>

## **B.2. CONTRACTOR BILLING PROCEDURES**

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during the Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “Count Travel Policy.” A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.html](http://www.co.monterey.ca.us/auditor/policies.html). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

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.

CONTRACTOR will submit invoices monthly within 30 days of the end of each month. 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.

## **C. INVOICING AND PAYMENTS**

The following support documentation must be submitted with each invoice:

- List of paid staff at each clinic including number of hours administering vaccine, on-site services, site procurement and clinic planning, set up and clean up.
- Mileage expenses detailed as above.
- Number of vaccines administered at each clinic.

For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate CONTRACTOR in accordance with the above listed terms. The County shall pay the amount certified within 45 days of receiving the certified invoice.

Invoices shall be submitted monthly to: [HDADMINFinance@co.monterey.ca.us](mailto:HDADMINFinance@co.monterey.ca.us)  
cc: [hannikd@co.monterey.ca.us](mailto:hannikd@co.monterey.ca.us)

Invoices shall:

- Be prepared on CONTRACTOR letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this Agreement must sign invoices.
- Bear the CONTRACTOR name as shown on the Agreement.
- Identify the billing and/or performance period covered by the invoice.
- Itemize costs for the billing period in the same detail as indicated above. Reimbursement may only be sought for those costs and/or costs categories expressly identified as allowable in this Agreement and approved by the County of Monterey.

#### **D. EXPENSES/FISCAL DOCUMENTATION**

Invoices received from CONTRACTOR and accepted and/or submitted for payment by the County shall not be deemed evidence of allowable agreement costs.

CONTRACTOR shall maintain for review and audit and provide to County upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.

## EXHIBIT B

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective July 22, 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 Central Coast VNA and Hospice, Inc. (“Business Associate”) (each a “Party” and collectively the “Parties”).

#### RECITALS

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

#### AGREEMENT

##### 1. DEFINITIONS

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 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

May 2021

permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and method of 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, inspect, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(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

*May 2021*

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.

*May 2021*

**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.

**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:

Central Coast VNA and Hospice, Inc.

Attn: Andrea Zoodsma, Director

5 Lower Ragsdale Drive

Monterey, Ca. 93940

Phone: 831.372.6668

Fax:

Email: azoodsma@ccvna.com

If to Covered Entity, to:

County of Monterey Health Department

Attn: Compliance/Privacy Officer

1270 Natividad Road

Salinas, CA 93906

Phone: 831-755-4018

Fax: 831-755-4797

Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**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.

**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.

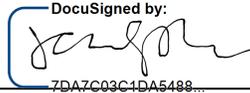
**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered 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: Jane Russo   
Print Name Jane Russo  
Print Title CEO  
Date: 7/11/2022 | 5:06 PM PDT

By: \_\_\_\_\_  
Print Name: Elsa Mendoza Jimenez, MPH  
Print Title: Director of Health  
Date: \_\_\_\_\_



# Monterey County

**Item No.37**

## Board Report

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

**Legistar File Number: A 22-423**

**August 23, 2022**

**Introduced:** 7/21/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Non-Standard Agreement between the County of Monterey and BSK Associates in the amount of \$600,000 to provide Environmental Laboratory testing and analysis services for the term of September 1, 2022, through August 31, 2025; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) (\$60,000) of the original contract amount.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute a Non-Standard Agreement between the County of Monterey and BSK Associates in the amount of \$600,000 to provide Environmental Laboratory testing and analysis services for the term of September 1, 2022, through August 31, 2025; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) (\$60,000) of the original contract amount.

### SUMMARY/ DISCUSSION:

The Monterey County Health Department's Public Health Laboratory (PH Lab) serves as the area's Regional Laboratory and has provided the necessary water testing for a variety of agencies such as, the City of Salinas, City of Soledad, City of Gonzales, Salinas Valley State Prison, the City of Hollister, Pinnacles National Monument, and over 100 community water systems. Due to the volume of testing required, PH Lab coordinates testing with other cost-effective laboratories, including BSK Analytical Laboratories (BSK), and ships the samples for the client as a value-added service.

State and Federal regulations require monitoring of drinking water supplies and wastewater discharge for toxic chemicals and disease-causing microbes. There has been an increasing utilization of the PH Lab to perform these tests to assure the health and safety of the public.

PH Lab performs microbiological, general mineral and inorganic analysis in-house. Reports of ground water contamination have increased concern over the safety of the local water supply. The California Department of Public Health and the Environmental Protection Agency have mandated that drinking water systems be monitored for specific toxins.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 1. Empower the community to improve health; and 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 the following three of the ten essential public health services, specially: 3. Communicate effectively, to inform and educate people about health; factors that influence it, and how to improve it; and 7. Assure an effective system that enables equitable access to the individual services and care needed to be healthy; and 8. Build and support a diverse and skilled public health workforce.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel, Risk Management, and Auditor Controller have reviewed and approved this Agreement as to legal form, non-standard indemnity provisions, and fiscal provisions, respectively.

FINANCING:

The estimated expenditures for Fiscal Year (FY) 2022-23 are \$200,000 and the revenue and appropriations to accommodate them are included in Public Health Bureau's Adopted Budget (001-4000-8124-HEA003). Estimated revenue and appropriations will be included as part of the Requested Budgets for FY 2023-24 and FY 2024-25.

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 I, 796-1377

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:  
Agreement  
Exhibit A



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-423**

**August 23, 2022**

**Introduced:** 7/21/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Non-Standard Agreement between the County of Monterey and BSK Associates in the amount of \$600,000 to provide Environmental Laboratory testing and analysis services for the term of September 1, 2022, through August 31, 2025; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) (\$60,000) of the original contract amount.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute a Non-Standard Agreement between the County of Monterey and BSK Associates in the amount of \$600,000 to provide Environmental Laboratory testing and analysis services for the term of September 1, 2022, through August 31, 2025; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) (\$60,000) of the original contract amount.

**SUMMARY/ DISCUSSION:**

The Monterey County Health Department's Public Health Laboratory (PH Lab) serves as the area's Regional Laboratory and has provided the necessary water testing for a variety of agencies such as, the City of Salinas, City of Soledad, City of Gonzales, Salinas Valley State Prison, the City of Hollister, Pinnacles National Monument, and over 100 community water systems. Due to the volume of testing required, PH Lab coordinates testing with other cost-effective laboratories, including BSK Analytical Laboratories (BSK), and ships the samples for the client as a value-added service.

State and Federal regulations require monitoring of drinking water supplies and wastewater discharge for toxic chemicals and disease-causing microbes. There has been an increasing utilization of the PH Lab to perform these tests to assure the health and safety of the public.

PH Lab performs microbiological, general mineral and inorganic analysis in-house. Reports of ground water contamination have increased concern over the safety of the local water supply. The California Department of Public Health and the Environmental Protection Agency have mandated that drinking water systems be monitored for specific toxins.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 1. Empower the community to improve health; and 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 the following three of the ten essential public health services, specially: 3. Communicate effectively, to inform and educate people about health; factors that influence it, and how to improve it; and 7. Assure an effective system that enables equitable access to the individual services and care needed to be healthy; and 8. Build and support a diverse and skilled public health workforce.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel, Risk Management, and Auditor Controller have reviewed and approved this Agreement as to legal form, non-standard indemnity provisions, and fiscal provisions, respectively.

FINANCING:

The estimated expenditures for Fiscal Year (FY) 2022-23 are \$200,000 and the revenue and appropriations to accommodate them are included in Public Health Bureau’s Adopted Budget (001-4000-8124-HEA003). Estimated revenue and appropriations will be included as part of the Requested Budgets for FY 2023-24 and FY 2024-25.

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 I, 796-1377

Approved by:

Legistar File Number: A 22-423

---

DocuSigned by:  


Date: 7/26/2022 | 1:37 PM PDT

C7A30BA59CA8423...

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Agreement

Exhibit A

## 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:

**BSK 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:** Environmental Laboratory testing and analysis services as shown in the Analytical Services Quotation attached.

### 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: \$600,000.00

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from September 1, 2022 to August 31, 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:**

## 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 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

PH Lab / BSK Associates  
Term: 09-01-22 to 08-31-25  
NTE: \$600,000.00

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

PH Lab / BSK Associates  
Term: 09-01-22 to 08-31-25  
NTE: \$600,000.00

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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

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

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

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

## 14.0 INDEPENDENT CONTRACTOR:

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

## 15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Edward L. Moreno, MD, MPH, Health Officer and Director of Public Health Bureau	Jamie LaFave
Name and Title	Name and Title
County of Monterey Health Department 1270 Natividad Road, Salinas, CA 93906	1414 Stanislaus Street Fresno CA 93706
Address	Address
831-755-4585	(916)853-9293 x145
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.

PH Lab / BSK Associates  
Term: 09-01-22 to 08-31-25

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

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

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

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

### 18.0 SIGNATURE PAGE.

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

#### COUNTY OF MONTEREY

#### CONTRACTOR

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*  
 County Counsel

Date: 7/20/2022 | 3:02 PM PDT

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
 DocuSigned by:  
*Gary Giboney*  
 Auditor/Controller

Date: 7/20/2022 | 3:20 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*  
 Risk Management

Date: 7/21/2022 | 10:11 AM PDT

BSK Associates  
 Contractor/Business Name \*

By: \_\_\_\_\_  
 DocuSigned by:  
*Renea Rangell*  
 (Signature of Chair, President, or Vice-President)  
 Renea Rangell, CEO

Date: 7/7/2022 | 3:30 PM PDT

By: \_\_\_\_\_  
 DocuSigned by:  
*Sandy Hakala*  
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Sandy Hakala, CFO

Date: 7/7/2022 | 5:34 PM CDT

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

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

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

PH Lab / BSK Associates  
Term: 09-01-22 to 08-31-25

**EXHIBIT-A**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
AND  
BSK Associates, 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:

CONTRACTOR shall provide services and staff, for Environmental Laboratory testing and analysis services as shown in the Analytical Service Quotation, which includes the Fee Schedule attached. Analysis shall be performed according to the methods approved by the Environmental Protection Agency or California State Department of Health for the specific matrix.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$600,000.00 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: **Contractor’s attachment of Analytical Service Quotation, which includes the Fee Schedule.**

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:

Monterey County Health Department  
Public Health Bureau - Accounts Payable  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4500  
[412-PHFISCAL@co.monterey.ca.us](mailto:412-PHFISCAL@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.



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
<b>Water</b>					
1,2,3-Trichloropropane by GC-MS SIM	SRL 524M-TCP	1	10	\$95.00	\$95.00
Also report Combined Radium-226/228.	[See Details]	1	20	\$250.00	\$250.00
Aluminum (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Ammonia by Continuous Flow	EPA 350.1	1	10	\$40.50	\$40.50
Ammonium (NH <sub>4</sub> , PH/NH <sub>3</sub> )	[See Details]	1	10	\$54.00	\$54.00
Antimony (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Arsenic (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Arsenic Speciation	Subcontract	1	10	\$200.00	\$200.00
Asbestos, Drinking Water	! Method (EPA 600/R-94	1	10	\$195.00	\$195.00
Barium (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Beryllium (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Biochemical Oxygen Demand (BOD)	SM 5210B	1	10	\$32.00	\$32.00
Biochemical Oxygen Demand (BOD, Dissolved)	SM 5210B	1	10	\$35.00	\$35.00
Biochemical Oxygen Demand (cBOD, Carbonaceous)	SM 5210B	1	10	\$40.00	\$40.00
Boron (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Bromate by Ion Chromatography	EPA 317.0	1	10	\$54.00	\$54.00
Cadmium (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Calcium (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Caltax Semi-Volatile Organics by GC-MS	EPA 625.1	1	10	\$230.00	\$230.00
Caltax Volatiles by EPA 624.1	[See Details]	1	10	\$200.00	\$200.00
Carbamates by HPLC	EPA 531.1	1	10	\$100.00	\$100.00
Chemical Oxygen Demand (COD)	SM 5220D	1	10	\$36.00	\$36.00
Chlorate by Ion Chromatography	EPA 300.1	1	10	\$25.00	\$25.00
Chlorinated Acid Herbicides by GC-ECD	EPA 515.4	1	10	\$92.00	\$92.00
Chlorite by Ion Chromatography	EPA 300.1	1	10	\$25.00	\$25.00
Chromium (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Copper (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Cryptosporidium, Giardia	Subcontract	1	10	\$575.00	\$575.00
Cyanide by Colorimetry	SM 4500-CN E	1	10	\$32.00	\$32.00
Dioxin, 2,3,7,8-TCDD	Subcontract	1	10	\$350.00	\$350.00
Dioxin, EPA 1613 PCDD/PCDF Congeners	Subcontract	1	15	\$600.00	\$600.00
Diquat by HPLC	EPA 549.2	1	10	\$120.00	\$120.00
Dissolved Oxygen (DO) by Winkler Titration	SM 4500-O C	1	10	\$26.00	\$26.00

All quotations are strictly confidential

Page 1 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
<b>Water</b>					
DO NOT USE - LOG THE PACKAGE	SM 8010F	1	10	\$39.00	\$39.00
EDB and DBCP by GC-ECD	EPA 504.1	1	10	\$55.00	\$55.00
Endothall by GC-MS	EPA 548.1	1	10	\$107.00	\$107.00
EPA 537.1 Field Blank Extraction	EPA 537.1	1	10	\$125.00	\$125.00
General Mineral Analysis Package	[See Details]	1	10	\$110.00	\$110.00
Geotracker EDD - BSK Projects	None	1	10	\$85.00	\$85.00
Glyphosate by HPLC	EPA 547	1	10	\$100.00	\$100.00
Gross Alpha	Subcontract	1	10	\$52.00	\$52.00
Haloacetic Acids by GC-ECD, GCMS	[See Details]	1	10	\$120.00	\$120.00
Hexavalent Chromium by Ion Chromatography	EPA 218.7	1	10	\$70.00	\$70.00
Hexavalent Chromium by Ion Chromatography	EPA 218.6	1	10	\$70.00	\$70.00
Inorganics Analysis Package	[See Details]	1	10	\$120.00	\$120.00
Iron (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Lead (Dissolved) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Lead (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Lead, Copper Rule Analysis Package	[See Details]	1	10	\$28.00	\$28.00
Magnesium (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Manganese (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Mercury (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Mercury, wastewater by CVAA	EPA 245.7	1	10	\$22.00	\$22.00
MTBE by GC-MS	EPA 524.2	1	10	\$50.00	\$50.00
Nickel (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Nitrogen , Total Kjeldahl (TKN)	EPA 351.2	1	10	\$35.00	\$35.00
Nitrogen , Total Kjeldahl (TKN, Dissolved)	EPA 351.2	1	10	\$40.00	\$40.00
Nitrogen/Phosphorous Pesticides by GC-MS	EPA 525.3	1	10	\$125.00	\$125.00
Oil and Grease (1664B)	EPA 1664B	1	10	\$60.00	\$60.00
Oil and Grease, Total and Hydrocarbon (1664)	[See Details]	1	10	\$65.00	\$65.00
Organic Carbon, Total (TOC)	SM 5310C	1	10	\$36.00	\$36.00
Organochlorine Pesticides and PCBs by GC-ECD	EPA 608.3	1	10	\$150.00	\$150.00
Organohalide Pesticides and PCBs by GC-ECD	EPA 505	1	10	\$92.00	\$92.00
Perchlorate by Ion Chromatography (CLO4/EC)	[See Details]	1	10	\$47.00	\$47.00
Perfluorinated Compounds by LC-MS/MS	DoD QSM v5.1	1	10	\$275.00	\$275.00
Perfluorinated Compounds by LC-MS/MS	EPA 537.1	1	10	\$250.00	\$250.00

All quotations are strictly confidential

Page 2 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Pricing Summary

Parameter	Method	Quantity	TAT (Days)	Unit Price	Extended Price
<b>Water</b>					
PFAS DOD List	DoD QSM v5.1	1	10	\$295.00	\$295.00
Potassium (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Radium 226-DW	EPA 9315	1	10	\$125.00	\$125.00
Radium 228-DW	EPA 9320	1	10	\$125.00	\$125.00
Selenium (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Semi-Volatile Organics by GC-MS	EPA 525.3	1	10	\$140.00	\$140.00
Semi-Volatile Organics by GC-MS	EPA 525.3	1	10	\$100.00	\$100.00
Silica (Dissolved) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Silica (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Silver (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Sodium (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
Solids, Total Fixed Dissolved (TFDS/TDS)	[See Details]	1	10	\$28.00	\$28.00
Sulfide	Subcontract	1	10	\$55.00	\$55.00
Surfactants (MBAS)	SM 5540C	1	10	\$45.00	\$45.00
Thallium (Total) by ICP-MS	EPA 200.8	1	10	\$13.50	\$13.50
Title 22 (CA SDWA) Metals	[See Details]	1	10	\$150.00	\$150.00
TPH-Gasoline by GC-MS	EPA 8260B	1	10	\$63.00	\$63.00
Trihalomethanes by GC-MS	[See Details]	1	10	\$63.00	\$63.00
Tritium	Subcontract	1	10	\$125.00	\$125.00
Uranium, Radiological by ICP-MS/Calculation	[See Details]	1	10	\$40.00	\$40.00
Vanadium (Total) by ICP-MS	EPA 200.8	1	10	\$13.00	\$13.00
Volatile Organics (SDWA Regulated) by GC-MS	[See Details]	1	10	\$85.00	\$85.00
Volatile Organics by GC-MS	[See Details]	1	10	\$83.00	\$83.00
Zinc (Total) by ICP	EPA 200.7	1	10	\$13.50	\$13.50
<b>Solid</b>					
Oil & Grease in solids by EPA 9071	Subcontract	1	10	\$80.00	\$80.00
<b>Additional Items</b>					
Cations- Ca, Mg, Na, K, Fe	Standard	1		\$55.00	\$55.00
Certification, Material and Disposal Inflation Fee	Standard	1		\$3.00	\$3.00
Geotracker-WW PFAS	Standard	1		\$30.00	\$30.00
				<b>Bid Total:</b>	<b>\$7,775.00</b>



## ***Analytical Services Quotation***

**BSK Standard Pricing, 2022 - 2025**

Donna Ferguson, PhD  
Monterey CHD  
1270 Natividad Rd. Rm A15  
Salinas, CA 93906

Printed: 06/29/2022  
Effective: 08/01/2022  
Expires: 08/01/2025

***Quotation Prepared by...***

---

Jaime Lee LaFave  
Project Manager



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Package Analysis Details

#### Ammonium (NH<sub>4</sub>, PH/NH<sub>3</sub>) consists of:

Ammonia by Continuous Flow (EPA 350.1)  
 DO NOT USE - LOG THE PACKAGE (SM 8010F)  
 pH (SM 4500-H+ B)

#### Volatile Organics by GC-MS consists of:

Volatile Organics by GC-MS (EPA 524.2)

#### Volatile Organics (SDWA Regulated) by GC-MS consists of:

Volatile Organics (SDWA Regulated) by GC-MS (EPA 524.2)

#### Trihalomethanes by GC-MS consists of:

Trihalomethanes by GC-MS (EPA 524.2)

#### Haloacetic Acids by GC-MS consists of:

Haloacetic Acids by GC-MS (EPA 552.3)

#### Caltex Volatiles by EPA 624.1 consists of:

2-CEVE by EPA 624.1 (EPA 624.1)  
 Acrolein and Acrylonitrile by EPA 624 (EPA 624.1)  
 Volatile Organics by GC-MS (Caltex) (EPA 624.1)

#### Also report Combined Radium-226/228. consists of:

DO NOT USE, LOG THE PACKAGE (Subcontract)  
 Radium 226-DW (EPA 9315)  
 Radium 228-DW (EPA 9320)

#### General Mineral Analysis Package consists of:

Aggressive Index (Reqs PH/Alk/Ca) LOG THE PACKAGE! (-)  
 Alkalinity (CaCO<sub>3</sub>, HCO<sub>3</sub>/CO<sub>3</sub>/OH) by Titration (SM 2320B)  
 Calcium (Total) by ICP (EPA 200.7)  
 Chloride by Ion Chromatography (EPA 300.0)  
 Copper (Total) by ICP (EPA 200.7)  
 Electrical Conductivity (EC) (SM 2510B)  
 Iron (Total) by ICP (EPA 200.7)  
 Langlier Index (LI, pH/Alkalinity/TDS/Ca) by Calc. (SM 2330B)  
 Magnesium (Total) by ICP (EPA 200.7)  
 Manganese (Total) by ICP (EPA 200.7)  
 pH (SM 4500-H+ B)  
 Potassium (Total) by ICP (EPA 200.7)  
 Silver (Total) by ICP (EPA 200.7)  
 Sodium (Total) by ICP (EPA 200.7)  
 Solids, Total Dissolved (TDS) (SM 2540C)  
 Sulfate by Ion Chromatography (EPA 300.0)



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### General Mineral Analysis Package consists of:

---

Surfactants (MBAS) (SM 5540C)  
 Zinc (Total) by ICP (EPA 200.7)

### Inorganics Analysis Package consists of:

---

Aluminum (Total) by ICP (EPA 200.7)  
 Antimony (Total) by ICP-MS (EPA 200.8)  
 Arsenic (Total) by ICP-MS (EPA 200.8)  
 Barium (Total) by ICP (EPA 200.7)  
 Beryllium (Total) by ICP-MS (EPA 200.8)  
 Cadmium (Total) by ICP-MS (EPA 200.8)  
 Chromium (Total) by ICP-MS (EPA 200.8)  
 Cyanide by Colorimetry (SM 4500-CN E)  
 Fluoride by Ion Chromatography (EPA 300.0)  
 Lead (Total) by ICP-MS (EPA 200.8)  
 Mercury (Total) by ICP-MS (EPA 200.8)  
 Nickel (Total) by ICP-MS (EPA 200.8)  
 Nitrate (N) and Nitrite (N) by Ion Chromatography (EPA 300.0)  
 Nitrate (N) by Ion Chromatography (EPA 300.0)  
 Nitrite (NO<sub>2</sub>) by Ion Chromatography (EPA 300.0)  
 Selenium (Total) by ICP-MS (EPA 200.8)  
 Thallium (Total) by ICP-MS (EPA 200.8)

### Lead, Copper Rule Analysis Package consists of:

---

Copper (Total) by ICP-MS (EPA 200.8)  
 Lead (Total) by ICP-MS (EPA 200.8)

### Oil and Grease, Total and Hydrocarbon (1664B) consists of:

---

Hydrocarbon Oil and Grease (1664B) (EPA 1664B (SGT))  
 Oil and Grease (1664B) (EPA 1664B)

### Perchlorate by Ion Chromatography (CLO<sub>4</sub>/EC) consists of:

---

Electrical Conductivity (EC) (SM 2510B)  
 Perchlorate by Ion Chromatography (EPA 314.0)

### Solids, Total Fixed Dissolved (TFDS/TDS) consists of:

---

Solids, Total Dissolved (TDS) (SM 2540C)  
 Solids, Total Fixed Dissolved (TFDS) (SM 2540E)

### Title 22 (CA SDWA) Metals consists of:

---

Aluminum (Total) by ICP (EPA 200.7)  
 Antimony (Total) by ICP-MS (EPA 200.8)  
 Arsenic (Total) by ICP-MS (EPA 200.8)  
 Barium (Total) by ICP (EPA 200.7)  
 Beryllium (Total) by ICP-MS (EPA 200.8)  
 Cadmium (Total) by ICP-MS (EPA 200.8)  
 Calcium (Total) by ICP (EPA 200.7)



# Analytical Services Quotation

**BSK Standard Pricing, 2022 - 2025**

Donna Ferguson, PhD  
Monterey CHD  
1270 Natividad Rd. Rm A15  
Salinas, CA 93906

Printed: 06/29/2022  
Effective: 08/01/2022  
Expires: 08/01/2025

**Title 22 (CA SDWA) Metals consists of:**

---

- Chromium (Total) by ICP-MS (EPA 200.8)
- Copper (Total) by ICP-MS (EPA 200.8)
- Iron (Total) by ICP (EPA 200.7)
- Lead (Total) by ICP-MS (EPA 200.8)
- Magnesium (Total) by ICP (EPA 200.7)
- Manganese (Total) by ICP (EPA 200.7)
- Mercury (Total) by ICP-MS (EPA 200.8)
- Nickel (Total) by ICP-MS (EPA 200.8)
- Potassium (Total) by ICP (EPA 200.7)
- Selenium (Total) by ICP-MS (EPA 200.8)
- Silver (Total) by ICP-MS (EPA 200.8)
- Sodium (Total) by ICP (EPA 200.7)
- Thallium (Total) by ICP-MS (EPA 200.8)
- Zinc (Total) by ICP-MS (EPA 200.8)

**Uranium, Radiological by ICP-MS/Calculation consists of:**

---

- Uranium (Total) by ICP-MS (EPA 200.8)



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Sample Collection / Hold Time Info

#### General Chemistry

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Alkalinity (CaCO<sub>3</sub>, HCO<sub>3</sub>/CO<sub>3</sub>/OH) by Titration (SM 2320B)</b>				
Water	1L P / None	No preservative; Refrigerate	100mL	14 days
<b>Ammonia by Continuous Flow (EPA 350.1)</b>				
Water	250mL P / H <sub>2</sub> SO <sub>4</sub>	Add H <sub>2</sub> SO <sub>4</sub> to pH<2; Refrigerate	250mL	28 days
<b>Biochemical Oxygen Demand (BOD) (SM 5210B)</b>				
Water	1L P / None	No preservative; Refrigerate	600mL	2 days
<b>Biochemical Oxygen Demand (BOD, Dissolved) (SM 5210B)</b>				
Water	1L P / None	No preservative; Refrigerate	600mL	2 days
<b>Biochemical Oxygen Demand (cBOD, Carbonaceous) (SM 5210B)</b>				
Water	1L P / None	No preservative; Refrigerate	200mL	2 days
<b>Bromate by Ion Chromatography (EPA 317.0)</b>				
Water	250mL P / EDA	Refrigerate	250mL	28 days
<b>Chemical Oxygen Demand (COD) (SM 5220D)</b>				
Water	250mL AG / H <sub>2</sub> SO <sub>4</sub>	Add H <sub>2</sub> SO <sub>4</sub> to pH<2; Refrigerate	250mL	28 days
<b>Chlorate by Ion Chromatography (EPA 300.1)</b>				
Water	250mL P / EDA	Refrigerate	250mL	28 days
<b>Chloride by Ion Chromatography (EPA 300.0)</b>				
Water	250mL P / None	No preservative; Refrigerate	200 mL	28 days
<b>Chlorite by Ion Chromatography (EPA 300.1)</b>				
Water	250mL P / EDA	Refrigerate	250mL	14 days
<b>Cyanide by Colorimetry (SM 4500-CN E)</b>				
Water	250mL P / NaOH	Add NaOH to pH>12; Refrigerate	250mL	14 days
<b>Dissolved Oxygen (DO) by Winkler Titration (SM 4500-O C)</b>				
Water	300mL CG DO Bottle	Refrigerate	300mL	0.333 days
<b>DO NOT USE - LOG THE PACKAGE (SM 8010F)</b>				
Water	250mL P / H <sub>2</sub> SO <sub>4</sub>	Add H <sub>2</sub> SO <sub>4</sub> to pH<2; Refrigerate	250mL	28 days
<b>Electrical Conductivity (EC) (SM 2510B)</b>				
Water	1L P / None	No preservative; Refrigerate	75mL	28 days

All quotations are strictly confidential

Page 8 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Sample Collection / Hold Time Info

#### General Chemistry

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Fluoride by Ion Chromatography (EPA 300.0)</b>				
Water	250mL P / None	No preservative; Refrigerate	200mL	28 days
<b>Hexavalent Chromium by Ion Chromatography (EPA 218.6)</b>				
Water	250mL P / NH <sub>4</sub> OH(NH <sub>4</sub> ) <sub>2</sub> SO <sub>4</sub> _WW	Refrigerate	250mL	28 days
<b>Hexavalent Chromium by Ion Chromatography (EPA 218.7)</b>				
Water	250mL P / NH <sub>4</sub> OH(NH <sub>4</sub> ) <sub>2</sub> SO <sub>4</sub> _DW	Refrigerate	250mL	14 days
<b>Nitrate (N) and Nitrite (N) by Ion Chromatography (EPA 300.0)</b>				
Water	NA	No preservative; Refrigerate	250mL	2 days
<b>Nitrate (N) by Ion Chromatography (EPA 300.0)</b>				
Water	250mL P / None	No preservative; Refrigerate	250mL	2 days
<b>Nitrite (NO<sub>2</sub>) by Ion Chromatography (EPA 300.0)</b>				
Water	250mL P / None	No preservative; Refrigerate	250mL	2 days
<b>Nitrogen , Total Kjeldahl (TKN) (EPA 351.2)</b>				
Water	250mL P / H <sub>2</sub> SO <sub>4</sub>	Add H <sub>2</sub> SO <sub>4</sub> to pH<2; Refrigerate	250mL	28 days
<b>Nitrogen , Total Kjeldahl (TKN, Dissolved) (EPA 351.2)</b>				
Water	250mL P / None	Add H <sub>2</sub> SO <sub>4</sub> to pH<2; Refrigerate	250mL	28 days
<b>Organic Carbon, Total (TOC) (SM 5310C)</b>				
Water	40mL VOA / H <sub>3</sub> PO <sub>4</sub>	Add H <sub>3</sub> PO <sub>4</sub> to pH <2; Refrigerate	40mL	28 days
<b>Perchlorate by Ion Chromatography (EPA 314.0)</b>				
Water	250mL P / None	No preservative; Store ambient	200mL	28 days
<b>pH (SM 4500-H+ B)</b>				
Water	1L P / None	Refrigerate	100mL	3 days
<b>Solids, Total Dissolved (TDS) (SM 2540C)</b>				
Water	1L P / None	No preservative; Refrigerate	1000mL	7 days
<b>Solids, Total Fixed Dissolved (TFDS) (SM 2540E)</b>				
Water	500mL P / None	None	500 mL	7 days

All quotations are strictly confidential

Page 9 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Sample Collection / Hold Time Info

#### General Chemistry

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Sulfate by Ion Chromatography (EPA 300.0)</b>				
<i>Water</i>	<i>250mL P / None</i>	<i>No preservative; Refrigerate</i>	<i>250mL</i>	<i>28 days</i>
<b>Surfactants (MBAS) (SM 5540C)</b>				
<i>Water</i>	<i>1L P / None</i>	<i>No preservative; Refrigerate</i>	<i>300mL</i>	<i>2 days</i>

#### Metals

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Aluminum (Total) by ICP (EPA 200.7)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>
<b>Antimony (Total) by ICP-MS (EPA 200.8)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>
<b>Arsenic (Total) by ICP-MS (EPA 200.8)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>
<b>Barium (Total) by ICP (EPA 200.7)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>
<b>Barium (Total) by ICP-MS (EPA 200.8)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>
<b>Beryllium (Total) by ICP-MS (EPA 200.8)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>
<b>Boron (Total) by ICP (EPA 200.7)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>
<b>Cadmium (Total) by ICP-MS (EPA 200.8)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>
<b>Calcium (Total) by ICP (EPA 200.7)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>
<b>Chromium (Total) by ICP-MS (EPA 200.8)</b>				
<i>Water</i>	<i>500mL P / HNO3</i>	<i>Add HNO3 to pH&lt;2; Store ambient</i>	<i>500mL</i>	<i>180 days</i>

All quotations are strictly confidential

Page 10 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Sample Collection / Hold Time Info

#### Metals

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Copper (Total) by ICP (EPA 200.7)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Copper (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Iron (Total) by ICP (EPA 200.7)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Lead (Dissolved) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / None	No preservative; Refrigerate	500mL	180 days
<b>Lead (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Magnesium (Total) by ICP (EPA 200.7)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Manganese (Total) by ICP (EPA 200.7)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Mercury (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	28 days
<b>Mercury, wastewater by CVAA (EPA 245.7)</b>				
Water	250mL Polyethylene / HCl	5 mL/L 12N HCL	250mL	28 days
<b>Nickel (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Potassium (Total) by ICP (EPA 200.7)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Selenium (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Silica (Dissolved) by ICP (EPA 200.7)</b>				
Water	500mL P / None	No preservative; Refrigerate	500mL	28 days
<b>Silica (Total) by ICP (EPA 200.7)</b>				
Water	500mL P / None	No preservative; Refrigerate	500mL	28 days

All quotations are strictly confidential

Page 11 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Sample Collection / Hold Time Info

#### Metals

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Silver (Total) by ICP (EPA 200.7)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Silver (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Sodium (Total) by ICP (EPA 200.7)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Thallium (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Uranium (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Vanadium (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Zinc (Total) by ICP (EPA 200.7)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days
<b>Zinc (Total) by ICP-MS (EPA 200.8)</b>				
Water	500mL P / HNO3	Add HNO3 to pH<2; Store ambient	500mL	180 days

#### Miscellaneous

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Asbestos, Drinking Water (100.2 Method (EPA 600/R-94/134))</b>				
Water	1L P / None w/Foil	Refrigerate	1000mL	2 days
<b>DO NOT USE, LOG THE PACKAGE (Subcontract)</b>				
Water	1L P / HNO3	Add HNO3 to pH<2; Store ambient	1000mL	180 days
<b>PFAS DOD List (DoD QSM v5.1)</b>				
Water	250mL P / None	Refrigerate	250mL	14 days
<b>Radium 226-DW (EPA 9315)</b>				
Water	1L P / HNO3	Add HNO3 to pH<2; Store ambient	1000mL	180 days



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Sample Collection / Hold Time Info

#### Miscellaneous

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Radium 228-DW (EPA 9320)</b>				
Water	1L P / HNO3	Add HNO3 to pH<2; Store ambient	1000mL	180 days
<b>Sulfide (Subcontract)</b>				
Water	250mL P / ZnAc	No preservative; Refrigerate	250mL	7 days

#### Semi-volatile Organics

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Caltex Semi-Volatile Organics by GC-MS (EPA 625.1)</b>				
Water	1L AG / None	Refrigerate	1000mL	7 days
<b>Carbamates by HPLC (EPA 531.1)</b>				
Water	40mL VOA / MCAA + Na2S2O3	Dechlorinate; Refrigerate	250mL	28 days
<b>Chlorinated Acid Herbicides by GC-ECD (EPA 515.4)</b>				
Water	250mL AG / Na2SO3	Sodium Sulfite 12.5g/250ml, Refrigerate	250	14 days
<b>Diquat by HPLC (EPA 549.2)</b>				
Water	1L AP / Na2S2O3	Dechlorinate; Refrigerate	1000mL	7 days
<b>EDB and DBCP by GC-ECD (EPA 504.1)</b>				
Water	40mL VOA / Na2S2O3	Sodium thiosulfate; Refrigerate	40mL	14 days
<b>Endothall by GC-MS (EPA 548.1)</b>				
Water	250mL AG / Na2S2O3	Dechlorinate; Refrigerate	250mL	7 days
<b>Glyphosate by HPLC (EPA 547)</b>				
Water	40mL VOA / Na2S2O3	Sodium thiosulfate; Refrigerate	40mL	14 days
<b>Haloacetic Acids by GC-MS (EPA 552.3)</b>				
Water	250mL AG / NH4CL	Dechlorinate; Refrigerate	250mL	14 days
<b>Hydrocarbon Oil and Grease (1664B) (EPA 1664B (SGT))</b>				
Water	1L AG / HCl	Add HCl to pH<2; refrigerate	1000mL	28 days
<b>Nitrogen/Phosphorous Pesticides by GC-MS (EPA 525.3)</b>				
Water	1L AG / Ascorbic, EDTA, KH2Ct	ascorbic acid, EDTA, Pot diHydrogen Citrate, Refrigerate	1000mL	14 days

All quotations are strictly confidential

Page 13 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Sample Collection / Hold Time Info

#### Semi-volatile Organics

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Oil and Grease (1664B) (EPA 1664B)</b>				
<i>Water</i>	<i>1L AG / HCl</i>	<i>Add HCl to pH&lt;2; refrigerate</i>	<i>1000mL</i>	<i>28 days</i>
<b>Organochlorine Pesticides and PCBs by GC-ECD (EPA 608.3)</b>				
<i>Water</i>	<i>1L AG / None</i>	<i>No preservative; Refrigerate</i>	<i>1000mL</i>	<i>7 days</i>
<b>Organohalide Pesticides and PCBs by GC-ECD (EPA 505)</b>				
<i>Water</i>	<i>40mL VOA / Na2S203</i>	<i>Sodium thiosulfate; Refrigerate</i>	<i>40</i>	<i>7 days</i>
<b>Perfluorinated Compounds by LC-MS/MS (DoD QSM v5.1)</b>				
<i>Water</i>	<i>250mL P / None</i>	<i>Refrigerate</i>	<i>750mL</i>	<i>14 days</i>
<b>Perfluorinated Compounds by LC-MS/MS (EPA 537.1)</b>				
<i>Water</i>	<i>250mL P / Trizma</i>	<i>Refrigerate</i>	<i>500mL</i>	<i>14 days</i>
<b>Semi-Volatile Organics by GC-MS (EPA 525.3)</b>				
<i>Water</i>	<i>1L AG / Ascorbic, EDTA, KH2Ct</i>	<i>ascorbic acid, EDTA, Pot diHydrogen Citrate, Refrigerate</i>	<i>1000mL</i>	<i>14 days</i>

#### Volatile Organics

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>1,2,3-Trichloropropane by GC-MS SIM (SRL 524M-TCP)</b>				
<i>Water</i>	<i>40mL AG VOA / HCL</i>	<i>Add HCl to pH&lt;2; refrigerate</i>	<i>40mL</i>	<i>14 days</i>
<b>2-CEVE by EPA 624.1 (EPA 624.1)</b>				
<i>Water</i>	<i>40mL VOA / None</i>	<i>No preservative; Refrigerate</i>	<i>40mL</i>	<i>14 days</i>
<b>Acrolein and Acrylonitrile by EPA 624 (EPA 624.1)</b>				
<i>Water</i>	<i>40mL VOA / PH4-5 Buffer</i>	<i>Refrigerate</i>	<i>40mL</i>	<i>14 days</i>
<b>MTBE by GC-MS (EPA 524.2)</b>				
<i>Water</i>	<i>40mL VOA / HCL</i>	<i>Dechlorinate; add HCl to pH&lt;2; Refrigerate</i>	<i>40mL</i>	<i>14 days</i>
<b>TPH-Gasoline by GC-MS (EPA 8260B)</b>				
<i>Water</i>	<i>40mL VOA / HCL</i>	<i>Add HCl to pH&lt;2; refrigerate</i>	<i>40mL</i>	<i>14 days</i>
<b>Trihalomethanes by GC-MS (EPA 524.2)</b>				
<i>Water</i>	<i>40mL VOA AG / Na2S203</i>	<i>Dechlorinate; Refrigerate</i>	<i>40mL</i>	<i>14 days</i>

All quotations are strictly confidential

Page 14 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Sample Collection / Hold Time Info

#### Volatile Organics

<i>Matrix</i>	<i>Container</i>	<i>Preservation</i>	<i>Amount Required</i>	<i>Hold Time</i>
<b>Volatile Organics (SDWA Regulated) by GC-MS (EPA 524.2)</b>				
<i>Water</i>	<i>40mL VOA / HCL</i>	<i>Dechlorinate; add HCl to pH&lt;2; Refrigerate</i>	<i>40mL</i>	<i>14 days</i>
<b>Volatile Organics by GC-MS (Caltex) (EPA 624.1)</b>				
<i>Water</i>	<i>40mL VOA / HCL</i>	<i>Dechlorinate; add HCl to pH&lt;2; Refrigerate</i>	<i>40mL</i>	<i>14 days</i>
<b>Volatile Organics by GC-MS (EPA 524.2)</b>				
<i>Water</i>	<i>40mL VOA / HCL</i>	<i>Dechlorinate; add HCl to pH&lt;2; Refrigerate</i>	<i>40mL</i>	<i>14 days</i>



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	Dup RPD
<b>General Chemistry</b>						
<b>Aggressive Index (Reqs PH/Alk/Ca) LOG THE PACKAGE! in Water (-)</b>						
Aggressive Index	0.0 AGGR					
<b>Alkalinity (CaCO<sub>3</sub>, HCO<sub>3</sub>/CO<sub>3</sub>/OH) by Titration in Water (SM 2320B)</b>						
Alkalinity as CaCO <sub>3</sub>	3.0 mg/L		80 - 120	20		10
Bicarbonate as CaCO <sub>3</sub>	3.0 mg/L					10
Carbonate as CaCO <sub>3</sub>	3.0 mg/L					10
Hydroxide as CaCO <sub>3</sub>	3.0 mg/L					10
<b>Ammonia by Continuous Flow in Water (EPA 350.1)</b>						
Ammonia as N	0.10 mg/L		90 - 110	20	90 - 110	20
<b>Biochemical Oxygen Demand (BOD) in Water (SM 5210B)</b>						
Biochemical Oxygen Demand	1.0 mg/L		85 - 115	20		10
<b>Biochemical Oxygen Demand (BOD, Dissolved) in Water (SM 5210B)</b>						
Biochemical Oxygen Demand	1.0 mg/L		85 - 115	20		10
<b>Biochemical Oxygen Demand (cBOD, Carbonaceous) in Water (SM 5210B)</b>						
Carbonaceous BOD	1.0 mg/L		85 - 115	20		10
<b>Bromate by Ion Chromatography in Water (EPA 317.0)</b>						
Bromate	1.0 ug/L		85 - 115	10	75 - 125	10
<b>Chemical Oxygen Demand (COD) in Water (SM 5220D)</b>						
Chemical Oxygen Demand	15 mg/L		80 - 120	20	80 - 120	20
<b>Chlorate by Ion Chromatography in Water (EPA 300.1)</b>						
Chlorate	5.0 ug/L		85 - 115	10	75 - 125	10
surr: Dichloroacetate		90 - 115				
<b>Chloride by Ion Chromatography in Water (EPA 300.0)</b>						
Chloride	1.0 mg/L		90 - 110	20	80 - 120	20
<b>Chlorite by Ion Chromatography in Water (EPA 300.1)</b>						
Chlorite	0.0050 mg/L		85 - 115	10	75 - 125	10
surr: Dichloroacetate		90 - 115				
<b>Cyanide by Colorimetry in Water (SM 4500-CN E)</b>						
Cyanide (total)	5.0 ug/L		80 - 120	20	80 - 120	20

All quotations are strictly confidential

Page 16 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	RPD	Dup RPD
<b>General Chemistry</b>							
<b>Dissolved Oxygen (DO) by Winkler Titration in Water (SM 4500-O C)</b>							
Dissolved Oxygen	0.10 mg/L						
<b>DO NOT USE - LOG THE PACKAGE in Water (SM 8010F)</b>							
Ammonia as N, unionized (NH3)	0.10 mg/L						
Ammonium (NH4) as N	0.10 mg/L						
<b>Electrical Conductivity (EC) in Water (SM 2510B)</b>							
Conductivity @ 25C	1.0 umhos/cm		90 - 110	5			5
<b>Fluoride by Ion Chromatography in Water (EPA 300.0)</b>							
Fluoride	0.10 mg/L		90 - 110	10	80 - 120	10	
<b>Hexavalent Chromium by Ion Chromatography in Water (EPA 218.6)</b>							
Hexavalent Chromium	0.050 ug/L		90 - 110	10	90 - 110	10	
<b>Hexavalent Chromium by Ion Chromatography in Water (EPA 218.7)</b>							
Hexavalent Chromium	0.050 ug/L		50 - 150	50	85 - 115	15	
<b>Langlier Index (LI, pH/Alkalinity/TDS/Ca) by Calc. in Water (SM 2330B)</b>							
Langelier Index	-10 LANG						
<b>Nitrate (N) and Nitrite (N) by Ion Chromatography in Water (EPA 300.0)</b>							
Nitrate + Nitrite as N	0.23 mg/L						
<b>Nitrate (N) by Ion Chromatography in Water (EPA 300.0)</b>							
Nitrate as N	0.23 mg/L		90 - 110	20	80 - 120	20	
<b>Nitrite (NO2) by Ion Chromatography in Water (EPA 300.0)</b>							
Nitrite as N	0.050 mg/L		90 - 110	20	75 - 125	20	
<b>Nitrogen , Total Kjeldahl (TKN) in Water (EPA 351.2)</b>							
Total Kjeldahl Nitrogen	1.0 mg/L		90 - 110	10	90 - 110	10	
<b>Nitrogen , Total Kjeldahl (TKN, Dissolved) in Water (EPA 351.2)</b>							
Total Kjeldahl Nitrogen	1.0 mg/L		90 - 110	10	90 - 110	10	
<b>Organic Carbon, Total (TOC) in Water (SM 5310C)</b>							
Total Organic Carbon	0.20 mg/L		80 - 120	20	80 - 120	20	



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	RPD	Dup RPD
<b>General Chemistry</b>							
<b>Perchlorate by Ion Chromatography in Water (EPA 314.0)</b>							
Perchlorate	2.0 ug/L		85 - 115	15	80 - 120	15	
<b>pH in Water (SM 4500-H+ B)</b>							
pH (1)	0.00 pH Units						
pH Temperature in °C	0.00 pH Units						
<b>Solids, Total Dissolved (TDS) in Water (SM 2540C)</b>							
Total Dissolved Solids	5.0 mg/L		70 - 130				10
<b>Solids, Total Fixed Dissolved (TFDS) in Water (SM 2540E)</b>							
Total Fixed Dissolved Solids	5.0 mg/L						10
<b>Sulfate by Ion Chromatography in Water (EPA 300.0)</b>							
Sulfate as SO4	1.0 mg/L		90 - 110	20	80 - 120	20	
<b>Surfactants (MBAS) in Water (SM 5540C)</b>							
MBAS, Calculated as LAS, mol wt 340	0.050 mg/L		82 - 112	20	80 - 112	20	
<b>Metals</b>							
<b>Aluminum (Total) by ICP in Water (EPA 200.7)</b>							
Aluminum	50 ug/L		85 - 115	20	70 - 130	20	
<b>Antimony (Total) by ICP-MS in Water (EPA 200.8)</b>							
Antimony	2.0 ug/L		85 - 115	20	70 - 130	20	
<b>Arsenic (Total) by ICP-MS in Water (EPA 200.8)</b>							
Arsenic	2.0 ug/L		85 - 115	20	70 - 130	20	
<b>Barium (Total) by ICP in Water (EPA 200.7)</b>							
Barium	50 ug/L		85 - 115	20	70 - 130	20	
<b>Barium (Total) by ICP-MS in Water (EPA 200.8)</b>							
Barium	5.0 ug/L		85 - 115	20	70 - 130	20	
<b>Beryllium (Total) by ICP-MS in Water (EPA 200.8)</b>							
Beryllium	1.0 ug/L		85 - 115	20	70 - 130	20	



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	RPD	Dup RPD
<b>Metals</b>							
<b>Boron (Total) by ICP in Water (EPA 200.7)</b>							
Boron	100 ug/L		85 - 115	20	70 - 130	20	
<b>Cadmium (Total) by ICP-MS in Water (EPA 200.8)</b>							
Cadmium	1.0 ug/L		85 - 115	20	70 - 130	20	
<b>Calcium (Total) by ICP in Water (EPA 200.7)</b>							
Calcium	0.10 mg/L		85 - 115	20	70 - 130	20	
<b>Chromium (Total) by ICP-MS in Water (EPA 200.8)</b>							
Chromium	10 ug/L		85 - 115	20	70 - 130	20	
<b>Copper (Total) by ICP in Water (EPA 200.7)</b>							
Copper	50 ug/L		85 - 115	20	70 - 130	20	
<b>Copper (Total) by ICP-MS in Water (EPA 200.8)</b>							
Copper	5.0 ug/L		85 - 115	20	70 - 130	20	
Copper	50 ug/L		85 - 115	20	70 - 130	20	
<b>Iron (Total) by ICP in Water (EPA 200.7)</b>							
Iron	30 ug/L		85 - 115	20	70 - 130	20	
<b>Lead (Dissolved) by ICP-MS in Water (EPA 200.8)</b>							
Lead	1.0 ug/L		85 - 115	20	70 - 130	20	
<b>Lead (Total) by ICP-MS in Water (EPA 200.8)</b>							
Lead	1.0 ug/L		85 - 115	20	70 - 130	20	
Lead	5.0 ug/L		85 - 115	20	70 - 130	20	
<b>Magnesium (Total) by ICP in Water (EPA 200.7)</b>							
Magnesium	0.10 mg/L		85 - 115	20	70 - 130	20	
<b>Manganese (Total) by ICP in Water (EPA 200.7)</b>							
Manganese	10 ug/L		85 - 115	20	70 - 130	20	
<b>Mercury (Total) by ICP-MS in Water (EPA 200.8)</b>							
Mercury	0.20 ug/L		85 - 115	20	70 - 130	20	
<b>Mercury, wastewater by CVAA in Water (EPA 245.7)</b>							
Mercury	0.20 ug/L		76 - 113		63 - 111	18	

All quotations are strictly confidential

Page 19 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	RPD	Dup RPD
<b>Metals</b>							
<b>Nickel (Total) by ICP-MS in Water (EPA 200.8)</b>							
Nickel	10 ug/L		85 - 115	20	70 - 130	20	
<b>Potassium (Total) by ICP in Water (EPA 200.7)</b>							
Potassium	2.0 mg/L		85 - 115	20	70 - 130	20	
<b>Selenium (Total) by ICP-MS in Water (EPA 200.8)</b>							
Selenium	2.0 ug/L		85 - 115	20	70 - 130	20	
<b>Silica (Dissolved) by ICP in Water (EPA 200.7)</b>							
Silica (SiO <sub>2</sub> )	0.20 mg/L		85 - 115	20	70 - 130	20	
<b>Silica (Total) by ICP in Water (EPA 200.7)</b>							
Silica (SiO <sub>2</sub> )	0.20 mg/L		85 - 115	20	70 - 130	20	
<b>Silver (Total) by ICP in Water (EPA 200.7)</b>							
Silver	10 ug/L		85 - 115	20	70 - 130	20	
<b>Silver (Total) by ICP-MS in Water (EPA 200.8)</b>							
Silver	10 ug/L		75 - 125	20	70 - 130	20	
<b>Sodium (Total) by ICP in Water (EPA 200.7)</b>							
Sodium	1.0 mg/L		85 - 115	20	70 - 130	20	
<b>Thallium (Total) by ICP-MS in Water (EPA 200.8)</b>							
Thallium	1.0 ug/L		85 - 115	20	70 - 130	20	
<b>Uranium (Total) by ICP-MS in Water (EPA 200.8)</b>							
Uranium	1.0 ug/L		85 - 115	20	70 - 130	20	
<b>Vanadium (Total) by ICP-MS in Water (EPA 200.8)</b>							
Vanadium	3.0 ug/L		85 - 115	20	70 - 130	20	
<b>Zinc (Total) by ICP in Water (EPA 200.7)</b>							
Zinc	50 ug/L		85 - 115	20	70 - 130	20	
<b>Zinc (Total) by ICP-MS in Water (EPA 200.8)</b>							
Zinc	50 ug/L		85 - 115	20	70 - 130	20	

### Miscellaneous



**Analytical Services Quotation**

**BSK Standard Pricing, 2022 - 2025**

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

**Analysis Details / Quality Control Limits**

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	RPD	Dup RPD
<b>Miscellaneous</b>							
<b>Asbestos, Drinking Water in Water (100.2 Method (EPA 600/R-94/134))</b>							
Asbestos		0.200 MFL					
<b>DO NOT USE, LOG THE PACKAGE in Water (Subcontract)</b>							
Radium-226		pCi/L					
Radium-228		pCi/L					



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Miscellaneous</b>							
<b>PFAS DOD List in Water (DoD QSM v5.1)</b>							
11CI-PF3OUdS	30000000 ng/L		70 - 130	30	70 - 130	30	30
4:2 FTS	30000000 ng/L		70 - 130	30	70 - 130	30	30
6:2 FTS	30000000 ng/L		70 - 130	30	70 - 130	30	30
8:2 FTS	30000000 ng/L		70 - 130	30	70 - 130	30	30
9CI-PF3ONS	30000000 ng/L		70 - 130	30	70 - 130	30	30
ADONA	30000000 ng/L		70 - 130	30	70 - 130	30	30
FOSA	30000000 ng/L		70 - 130	30	70 - 130	30	30
HFPO-DA	30000000 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAA	30000000 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAM	30000000 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSE	30000000 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAA	30000000 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAM	30000000 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSE	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFBA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFBS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFDA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFDS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHpS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFNA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFOA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFOS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFPeA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFPeS	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFTA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFTTrDA	30000000 ng/L		70 - 130	30	70 - 130	30	30
PFUnA	30000000 ng/L		70 - 130	30	70 - 130	30	30

#### Radium 226-DW in Water (EPA 9315)

Radium-226 pCi/L

#### Radium 228-DW in Water (EPA 9320)

Radium-228 pCi/L



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	RPD	Dup RPD
<b>Miscellaneous</b>							
<b>Sulfide in Water (Subcontract)</b>							
Sulfide							mg/L

### Semi-volatile Organics



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	RPD	Dup RPD
<b>Semi-volatile Organics</b>							
<b>Caltex Semi-Volatile Organics by GC-MS in Water (EPA 625.1)</b>							
1,2,4-Trichlorobenzene	1.0 ug/L		44 - 142	30	44 - 142	30	
1,2-Diphenylhydrazine (as Azobenzene)	1.0 ug/L		30 - 130	30	30 - 130	30	
2,2'-oxybis(1-chloropropane)	2.0 ug/L		36 - 166	30	36 - 166	30	
2,4,6-Trichlorophenol	10 ug/L		37 - 144	30	37 - 144	30	
2,4-Dichlorophenol	1.0 ug/L		39 - 135	30	39 - 135	30	
2,4-Dimethylphenol	1.0 ug/L		32 - 120	30	32 - 120	30	
2,4-Dinitrophenol	5.0 ug/L		10 - 191	30	10 - 191	30	
2,4-Dinitrotoluene	5.0 ug/L		39 - 139	30	39 - 139	30	
2,6-Dinitrotoluene	5.0 ug/L		50 - 158	30	50 - 158	30	
2-Chloronaphthalene	10 ug/L		60 - 120	30	60 - 120	30	
2-Chlorophenol	2.0 ug/L		23 - 134	30	23 - 134	30	
2-Nitrophenol	10 ug/L		29 - 182	30	29 - 182	30	
3,3-Dichlorobenzidine	5.0 ug/L		10 - 200	30	10 - 200	30	
4,6-Dinitro-2-methylphenol	5.0 ug/L		10 - 181	30	10 - 181	30	
4-Bromophenyl phenyl ether	5.0 ug/L		53 - 127	30	53 - 127	30	
4-Chloro-3-methylphenol	1.0 ug/L		22 - 147	30	22 - 147	30	
4-Chlorophenyl phenyl ether	5.0 ug/L		25 - 158	30	25 - 158	30	
4-Nitrophenol	5.0 ug/L		10 - 132	30	10 - 132	30	
Acenaphthene	0.50 ug/L		47 - 145	30	47 - 145	30	
Acenaphthylene	0.20 ug/L		33 - 145	30	33 - 145	30	
Anthracene	2.0 ug/L		27 - 133	30	27 - 133	30	
Benzidine	5.0 ug/L		10 - 200	30	10 - 200	30	
Benzo(a)anthracene	5.0 ug/L		33 - 143	30	33 - 143	30	
Benzo(a)pyrene	2.0 ug/L		17 - 163	30	17 - 163	30	
Benzo(b)fluoranthene	10 ug/L		24 - 159	30	24 - 159	30	
Benzo(g,h,i)perylene	0.10 ug/L		10 - 200	30	10 - 200	30	
Benzo(k)fluoranthene	2.0 ug/L		11 - 162	30	11 - 162	30	
Bis(2-chloroethoxy)methane	5.0 ug/L		33 - 184	30	33 - 184	30	
Bis(2-chloroethyl) ether	1.0 ug/L		12 - 158	30	12 - 158	30	
Bis(2-ethylhexyl) phthalate	5.0 ug/L		8 - 158	30	8 - 158	30	
Butyl benzyl phthalate	10 ug/L		10 - 152	30	10 - 152	30	
Chrysene	5.0 ug/L		17 - 168	30	17 - 168	30	
Dibenzo(a,h)anthracene	0.10 ug/L		10 - 200	30	10 - 200	30	
Diethyl phthalate	2.0 ug/L		10 - 120	30	10 - 120	30	
Dimethyl phthalate	2.0 ug/L		10 - 120	30	10 - 120	30	
Di-n-butyl phthalate	10 ug/L		10 - 120	30	10 - 120	30	

All quotations are strictly confidential

Page 24 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Semi-volatile Organics</b>							
<b>Caltex Semi-Volatile Organics by GC-MS in Water (EPA 625.1)</b>							
Di-n-octyl phthalate	5.0 ug/L		10 - 146	30	10 - 146	30	
Fluoranthene	0.050 ug/L		26 - 137	30	26 - 137	30	
Fluorene	0.10 ug/L		59 - 121	30	59 - 121	30	
Hexachlorobenzene	1.0 ug/L		10 - 152	30	10 - 152	30	
Hexachlorobutadiene	1.0 ug/L		24 - 120	30	24 - 120	30	
Hexachlorocyclopentadiene	5.0 ug/L		10 - 130	30	10 - 130	30	
Hexachloroethane	1.0 ug/L		40 - 120	30	40 - 120	30	
Indeno(1,2,3-cd)pyrene	0.050 ug/L		10 - 171	30	10 - 171	30	
Isophorone	1.0 ug/L		21 - 196	30	21 - 196	30	
Naphthalene	0.20 ug/L		21 - 133	30	21 - 133	30	
Nitrobenzene	1.0 ug/L		35 - 180	30	35 - 180	30	
N-Nitrosodimethylamine (NDMA)	5.0 ug/L		10 - 130	30	10 - 130	30	
N-Nitrosodi-n-propylamine (NDPA)	5.0 ug/L		10 - 200	30	10 - 200	30	
N-Nitrosodiphenylamine (as DPA)	1.0 ug/L		10 - 130	30	10 - 130	30	
Pentachlorophenol	1.0 ug/L		14 - 176	30	14 - 176	30	
Phenanthrene	0.050 ug/L		54 - 120	30	54 - 120	30	
Phenol	1.0 ug/L		10 - 120	30	10 - 120	30	
Pyrene	0.050 ug/L		52 - 120	30	52 - 120	30	
surr: 2,4,6-Tribromophenol		53 - 200					
surr: 2-Fluorobiphenyl		40 - 127					
surr: 2-Fluorophenol		42 - 123					
surr: Nitrobenzene-d5		15 - 200					
surr: Phenol-d6		10 - 200					
surr: p-Terphenyl-d14		50 - 150					
<b>Carbamates by HPLC in Water (EPA 531.1)</b>							
3-Hydroxycarbofuran	3.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb	3.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb Sulfone	2.0 ug/L		80 - 120	20	65 - 135	20	
Aldicarb Sulfoxide	3.0 ug/L		80 - 120	20	65 - 135	20	
Carbaryl	5.0 ug/L		80 - 120	20	65 - 135	20	
Carbofuran	5.0 ug/L		80 - 120	20	65 - 135	20	
Methomyl	2.0 ug/L		80 - 120	20	65 - 135	20	
Oxamyl	20 ug/L		80 - 120	20	65 - 135	20	



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	RPD	Dup RPD
<b>Semi-volatile Organics</b>							
<b>Chlorinated Acid Herbicides by GC-ECD in Water (EPA 515.4)</b>							
2,4,5-T	1.0 ug/L		70 - 130	20	70 - 130	30	30
2,4,5-TP (Silvex)	1.0 ug/L		70 - 130	20	70 - 130	30	30
2,4-D	10 ug/L		70 - 130	20	70 - 130	30	30
Bentazon	2.0 ug/L		70 - 130	20	70 - 130	30	30
Dalapon	10 ug/L		70 - 130	20	70 - 130	30	30
Dicamba	1.5 ug/L		70 - 130	20	70 - 130	30	30
Dinoseb	2.0 ug/L		70 - 130	20	70 - 130	30	30
Pentachlorophenol	0.20 ug/L		70 - 130	20	70 - 130	30	30
Picloram	1.0 ug/L		70 - 130	20	70 - 130	30	30
surr: DCPAA		70 - 130					
<b>Diquat by HPLC in Water (EPA 549.2)</b>							
Diquat	4.0 ug/L		70 - 130	30	70 - 130	30	30
<b>EDB and DBCP by GC-ECD in Water (EPA 504.1)</b>							
Dibromochloropropane (DBCP)	0.010 ug/L		70 - 130	20	65 - 135	20	30
Ethylene Dibromide (EDB)	0.020 ug/L		70 - 130	20	65 - 135	20	30
surr: 1-Br-2-Nitrobenzene		70 - 130					
<b>Endothall by GC-MS in Water (EPA 548.1)</b>							
Endothall	45 ug/L		39 - 122	30	39 - 122	30	30
<b>Glyphosate by HPLC in Water (EPA 547)</b>							
Glyphosate	25 ug/L		70 - 130	30	70 - 130	30	30
surr: AMPA		70 - 130	70 - 130	30	70 - 130	30	30
<b>Haloacetic Acids by GC-MS in Water (EPA 552.3)</b>							
Dibromoacetic Acid (DBAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Dichloroacetic Acid (DCAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Monobromoacetic Acid (MBAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
Monochloroacetic Acid (MCAA)	2.0 ug/L		70 - 130	30	70 - 130	30	30
Total Haloacetic Acids	2.0 ug/L						30
Trichloroacetic Acid (TCAA)	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 2-Bromobutanoic Acid		70 - 130					
<b>Hydrocarbon Oil and Grease (1664B) in Water (EPA 1664B (SGT))</b>							
Total Petroleum Hydrocarbons	5.0 mg/L		64 - 132	34	64 - 132	34	

All quotations are strictly confidential

Page 26 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Semi-volatile Organics</b>							
<b>Nitrogen/Phosphorous Pesticides by GC-MS in Water (EPA 525.3)</b>							
Alachlor	1.0 ug/L		70 - 130	30	70 - 130	30	30
Atrazine	0.50 ug/L		70 - 130	30	70 - 130	30	30
Bromacil	10 ug/L		70 - 130	30	70 - 130	30	30
Butachlor	0.38 ug/L		70 - 130	30	70 - 130	30	30
Dimethoate	10 ug/L		70 - 130	30	70 - 130	30	30
Metolachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Metribuzin	0.50 ug/L		70 - 130	30	70 - 130	30	30
Molinate	2.0 ug/L		70 - 130	30	70 - 130	30	30
Propachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Simazine	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Triphenyl Phosphate		70 - 130					
<b>Oil and Grease (1664B) in Water (EPA 1664B)</b>							
Total Oil & Grease	5.0 mg/L		78 - 114	18	78 - 114	18	20



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Semi-volatile Organics</b>							
<b>Organochlorine Pesticides and PCBs by GC-ECD in Water (EPA 608.3)</b>							
4,4'-DDD	0.050 ug/L		50 - 150	20	50 - 150	20	
4,4'-DDE	0.050 ug/L		50 - 150	20	50 - 150	20	
4,4'-DDT	0.010 ug/L		50 - 150	20	50 - 150	20	
Aldrin	0.0050 ug/L		50 - 150	20	50 - 150	20	
alpha-BHC	0.010 ug/L		50 - 150	20	50 - 150	20	
alpha-Chlordane	0.10 ug/L		50 - 150	20	50 - 150	20	
Aroclor-1016	0.50 ug/L		50 - 150	20		20	
Aroclor-1221	0.50 ug/L			20		20	
Aroclor-1232	0.50 ug/L			20		20	
Aroclor-1242	0.50 ug/L			20		20	
Aroclor-1248	0.50 ug/L			20		20	
Aroclor-1254	0.50 ug/L			20		20	
Aroclor-1260	0.50 ug/L		50 - 150	20		20	
beta-BHC	0.0050 ug/L		50 - 150	20	50 - 150	20	
Chlordane (Technical)	0.10 ug/L		50 - 150	20		20	
delta-BHC	0.0050 ug/L		50 - 150	20	50 - 150	20	30
Dieldrin	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endosulfan I	0.020 ug/L		50 - 150	20	50 - 150	20	30
Endosulfan II	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endosulfan Sulfate	0.050 ug/L		50 - 150	20	50 - 150	20	30
Endrin	0.010 ug/L		50 - 150	20	50 - 150	20	30
Endrin Aldehyde	0.010 ug/L		50 - 150	20	50 - 150	20	30
gamma-Chlordane	0.10 ug/L		50 - 150	20	50 - 150	20	
Heptachlor	0.010 ug/L		50 - 150	20	50 - 150	20	30
Heptachlor Epoxide	0.010 ug/L		50 - 150	20	50 - 150	20	30
Lindane	0.020 ug/L		50 - 150	20	50 - 150	20	30
Toxaphene	0.50 ug/L		50 - 150	20		20	
surr: TCMX		26 - 144	50 - 150	20	50 - 150	20	



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Semi-volatile Organics</b>							
<b>Organohalide Pesticides and PCBs by GC-ECD in Water (EPA 505)</b>							
Aldrin	0.075 ug/L		70 - 130	20	65 - 135	20	30
Chlordane (Technical)	0.10 ug/L		70 - 130	20	65 - 135	20	30
Dieldrin	0.020 ug/L		70 - 130	20	65 - 135	20	30
Endrin	0.10 ug/L		70 - 130	20	65 - 135	20	30
Heptachlor	0.010 ug/L		70 - 130	20	65 - 135	20	30
Heptachlor Epoxide	0.010 ug/L		70 - 130	20	65 - 135	20	30
Hexachlorobenzene	0.50 ug/L		70 - 130	20	65 - 135	20	30
Hexachlorocyclopentadiene	1.0 ug/L		70 - 130	20	65 - 135	20	30
Lindane	0.20 ug/L		70 - 130	20	65 - 135	20	30
Methoxychlor	10 ug/L		70 - 130	20	65 - 135	20	30
PCB Aroclor Screen	0.50 ug/L		70 - 130	20	65 - 135	20	30
Toxaphene	1.0 ug/L		70 - 130	20	65 - 135	20	30
surr: 1-Br-2-Nitrobenzene			70 - 130				



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Semi-volatile Organics</b>							
<b>Perfluorinated Compounds by LC-MS/MS in Water (DoD QSM v5.1)</b>							
11CI-PF3OUdS	0.0020 ug/L		50 - 150	30	50 - 150	30	30
4:2 FTS	0.0020 ug/L		63 - 143	30	63 - 143	30	30
6:2 FTS	0.0020 ug/L		64 - 140	30	64 - 140	30	30
8:2 FTS	0.0020 ug/L		67 - 138	30	67 - 138	30	30
9CI-PF3ONS	0.0020 ug/L		50 - 150	30	50 - 150	30	30
ADONA	0.0020 ug/L		50 - 150	30	50 - 150	30	30
FOSA	0.0020 ug/L		67 - 137	30	67 - 137	30	30
HFPO-DA	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NEtFOSAA	0.0020 ug/L		61 - 135	30	61 - 135	30	30
NEtFOSAM	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NEtFOSE	0.0020 ug/L		50 - 150	30	50 - 150	30	30
NMeFOSAA	0.0020 ug/L		65 - 136	30	65 - 136	30	30
NMeFOSAM	0.0020 ug/L		68 - 141	30	68 - 141	30	30
NMeFOSE	0.0020 ug/L		50 - 150	30	50 - 150	30	30
PFBA	0.0020 ug/L		73 - 129	30	73 - 129	30	30
PFBS	0.0020 ug/L		72 - 130	30	72 - 130	30	30
PFDA	0.0020 ug/L		71 - 129	30	71 - 129	30	30
PFDoA	0.0020 ug/L		72 - 134	30	72 - 134	30	30
PFDS	0.0020 ug/L		53 - 142	30	53 - 142	30	30
PFHpA	0.0020 ug/L		72 - 130	30	72 - 130	30	30
PFHpS	0.0020 ug/L		69 - 134	30	69 - 134	30	30
PFHxA	0.0020 ug/L		72 - 129	30	72 - 129	30	30
PFHxS	0.0020 ug/L		68 - 131	30	68 - 131	30	30
PFNA	0.0020 ug/L		69 - 130	30	69 - 130	30	30
PFOA	0.0020 ug/L		71 - 133	30	71 - 133	30	30
PFOS	0.0020 ug/L		65 - 140	30	65 - 140	30	30
PFPeA	0.0020 ug/L		72 - 129	30	72 - 129	30	30
PFPeS	0.0020 ug/L		71 - 127	30	71 - 127	30	30
PFTDA	0.0020 ug/L		71 - 132	30	71 - 132	30	30
PFTTrDA	0.0020 ug/L		65 - 144	30	65 - 144	30	30
PFUnDA	0.0020 ug/L		69 - 133	30	69 - 133	30	30



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Semi-volatile Organics</b>							
<b>Perfluorinated Compounds by LC-MS/MS in Water (EPA 537.1)</b>							
11CI-PF3OUdS	2.0 ng/L		70 - 130	30	70 - 130	30	30
9CI-PF3ONS	2.0 ng/L		70 - 130	30	70 - 130	30	30
ADONA	2.0 ng/L		70 - 130	30	70 - 130	30	30
HFPO-DA	2.0 ng/L		70 - 130	30	70 - 130	30	30
NEtFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
NMeFOSAA	3.0 ng/L		70 - 130	30	70 - 130	30	30
PFBS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFDoA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHpA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFHxS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFNA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFOS	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTTrDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
PFTUnDA	2.0 ng/L		70 - 130	30	70 - 130	30	30
surr: 13C2-PFDA		70 - 130					
surr: 13C2-PFHxA		70 - 130					
surr: 13C3-HFPO-DA		70 - 130					
surr: d5-NEtFOSAA		70 - 130					



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Semi-volatile Organics</b>							
<b>Semi-Volatile Organics by GC-MS in Water (EPA 525.3)</b>							
Alachlor	1.0 ug/L		70 - 130	30	70 - 130	30	30
Atrazine	0.50 ug/L		70 - 130	30	70 - 130	30	30
Benzo(a)pyrene	0.10 ug/L		70 - 130	30	70 - 130	30	30
Bis(2-ethylhexyl) adipate	3.0 ug/L		70 - 130	30	70 - 130	30	30
Bis(2-ethylhexyl) phthalate	3.0 ug/L		70 - 130	30	70 - 130	30	30
Bromacil	10 ug/L		70 - 130	30	70 - 130	30	30
Butachlor	0.38 ug/L		70 - 130	30	70 - 130	30	30
Diazinon	0.25 ug/L		70 - 130	30	70 - 130	30	30
Dimethoate	10 ug/L		70 - 130	30	70 - 130	30	30
Metolachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Metribuzin	0.50 ug/L		70 - 130	30	70 - 130	30	30
Molinate	2.0 ug/L		70 - 130	30	70 - 130	30	30
Propachlor	0.50 ug/L		70 - 130	30	70 - 130	30	30
Simazine	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
Thiobencarb	1.0 ug/L		70 - 130	30	70 - 130	30	30
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: 1,3-Dimethyl-2-nitrobenzene		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Benzo(a)pyrene-d12		70 - 130					
surr: Triphenyl Phosphate		70 - 130					
surr: Triphenyl Phosphate		70 - 130					

### Volatile Organics

#### 1,2,3-Trichloropropane by GC-MS SIM in Water (SRL 524M-TCP)

1,2,3-Trichloropropane	0.0050 ug/L		80 - 120	30			20
------------------------	-------------	--	----------	----	--	--	----

#### 2-CEVE by EPA 624.1 in Water (EPA 624.1)

2-Chloroethyl vinyl ether	1.0 ug/L		10 - 305	30	10 - 305	30	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Volatile Organics</b>							
<b>Acrolein and Acrylonitrile by EPA 624 in Water (EPA 624.1)</b>							
Acrolein	2.0 ug/L		44 - 144	30	44 - 144	30	
Acrylonitrile	2.0 ug/L		54 - 140	30	54 - 140	30	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20
<b>MTBE by GC-MS in Water (EPA 524.2)</b>							
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156		30
surr: 1,2-Dichlorobenzene-d4		70 - 130	70 - 130	30			30
surr: Bromofluorobenzene		70 - 130					30
<b>TPH-Gasoline by GC-MS in Water (EPA 8260B)</b>							
Gasoline Range Organics (C6-10)	50 ug/L		50 - 150	30	50 - 150	30	
surr: 1,2-Dichloroethane-d4		70 - 130					30
<b>Trihalomethanes by GC-MS in Water (EPA 524.2)</b>							
Bromodichloromethane	0.50 ug/L		70 - 130	30	47 - 151		30
Bromoform	0.50 ug/L		70 - 130	30	29 - 162		30
Chloroform	0.50 ug/L		70 - 130	30	52 - 148		30
Dibromochloromethane	0.50 ug/L		70 - 130	30	44 - 149		30
Total Trihalomethanes	0.50 ug/L						
surr: 1,2-Dichlorobenzene-d4		70 - 130		30			30
surr: Bromofluorobenzene		70 - 130					30



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Volatile Organics</b>							
<b>Volatile Organics (SDWA Regulated) by GC-MS in Water (EPA 524.2)</b>							
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	30	48 - 160		30
1,1,2,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	42 - 151		30
1,1,2-Trichloro-1,2,2-trifluoroethane	10 ug/L		70 - 130	30	47 - 164		30
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	30	45 - 152		30
1,1-Dichloroethane	0.50 ug/L		70 - 130	30	48 - 157		30
1,1-Dichloroethene	0.50 ug/L		70 - 130	30	51 - 158		30
1,2,4-Trichlorobenzene	0.50 ug/L		70 - 130	30	33 - 149		30
1,2-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146		30
1,2-Dichloroethane	0.50 ug/L		70 - 130	30	47 - 151		30
1,2-Dichloropropane	0.50 ug/L		70 - 130	30	47 - 155		30
1,4-Dichlorobenzene	0.50 ug/L		70 - 130	30	43 - 146		30
Benzene	0.50 ug/L		70 - 130	30	48 - 155		30
Carbon Tetrachloride	0.50 ug/L		70 - 130	30	47 - 163		30
Chlorobenzene	0.50 ug/L		70 - 130	30	46 - 152		30
cis-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	50 - 152		30
cis-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	34 - 156		30
Dichloromethane	0.50 ug/L		70 - 130	30	47 - 156		30
Ethylbenzene	0.50 ug/L		70 - 130	30	40 - 157		30
m,p-Xylenes	0.50 ug/L		70 - 130	30	49 - 154		30
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156		30
o-Xylene	0.50 ug/L		70 - 130	30	27 - 164		30
Styrene	0.50 ug/L		70 - 130	30	10 - 200		30
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	30	48 - 155		30
Toluene	0.50 ug/L		70 - 130	30	40 - 159		30
Total 1,3-Dichloropropene	0.50 ug/L						
Total Xylenes	0.50 ug/L						
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	52 - 157		30
trans-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	28 - 160		30
Trichloroethene (TCE)	0.50 ug/L		70 - 130	30	49 - 155		30
Trichlorofluoromethane	5.0 ug/L		70 - 130	30	47 - 169		30
Vinyl Chloride	0.50 ug/L		70 - 130	30	21 - 183		30
surr: 1,2-Dichlorobenzene-d4		70 - 130	70 - 130	30			30
surr: Bromofluorobenzene		70 - 130					30



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Volatile Organics</b>							
<b>Volatile Organics by GC-MS (Caltex) in Water (EPA 624.1)</b>							
1,1,1-Trichloroethane	0.50 ug/L		52 - 162	30	52 - 162	30	
1,1,2,2-Tetrachloroethane	0.50 ug/L		46 - 157	30	46 - 157	30	
1,1,2-Trichloroethane	0.50 ug/L		52 - 150	30	52 - 150	30	
1,1-Dichloroethane	0.50 ug/L		59 - 155	30	59 - 155	30	
1,1-Dichloroethene	0.50 ug/L		10 - 234	30	10 - 234	30	
1,2-Dichlorobenzene	0.50 ug/L		18 - 190	30	18 - 190	30	
1,2-Dichloroethane	0.50 ug/L		49 - 155	30	49 - 155	30	
1,2-Dichloropropane	0.50 ug/L		10 - 210	30	10 - 210	30	
1,3-Dichlorobenzene	0.50 ug/L		59 - 156	30	59 - 156	30	
1,4-Dichlorobenzene	0.50 ug/L		18 - 190	30	18 - 190	30	
Benzene	0.50 ug/L		37 - 151	30	37 - 151	30	
Bromodichloromethane	0.50 ug/L		35 - 155	30	35 - 155	30	
Bromoform	0.50 ug/L		45 - 169	30	45 - 169	30	
Bromomethane	1.0 ug/L		10 - 242	30	10 - 242	30	
Carbon Tetrachloride	0.50 ug/L		70 - 140	30	70 - 140	30	
Chlorobenzene	0.50 ug/L		37 - 160	30	37 - 160	30	
Chloroethane	0.50 ug/L		14 - 230	30	14 - 230	30	
Chloroform	0.50 ug/L		51 - 138	30	51 - 138	30	
Chloromethane	0.50 ug/L		10 - 273	30	10 - 273	30	
cis-1,3-Dichloropropene	0.50 ug/L		10 - 227	30	10 - 227	30	
Dibromochloromethane	0.50 ug/L		53 - 149	30	53 - 149	30	
Dichloromethane	0.50 ug/L		10 - 221	30	10 - 221	30	
Ethylbenzene	0.50 ug/L		37 - 162	30	37 - 162	30	
Tetrachloroethene (PCE)	0.50 ug/L		64 - 148	30	64 - 148	30	
Toluene	0.50 ug/L		47 - 150	30	47 - 150	30	
trans-1,2-Dichloroethene	0.50 ug/L		54 - 156	30	54 - 156	30	
trans-1,3-Dichloropropene	0.50 ug/L		17 - 183	30	17 - 183	30	
Trichloroethene (TCE)	0.50 ug/L		71 - 157	30	71 - 157	30	
Vinyl Chloride	0.50 ug/L		10 - 251	30	10 - 251	30	
surr: 1,2-Dichloroethane-d4		70 - 130					20
surr: Bromofluorobenzene		70 - 130					20
surr: Toluene-d8		70 - 130					20



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting Limit	Surr %R	BlankSpike/LCS %R	RPD	Matrix Spike %R	RPD	Dup RPD
<b>Volatile Organics</b>							
<b>Volatile Organics by GC-MS in Water (EPA 524.2)</b>							
1,1,1,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	41 - 156	30	30
1,1,1-Trichloroethane	0.50 ug/L		70 - 130	30	48 - 160	30	30
1,1,2,2-Tetrachloroethane	0.50 ug/L		70 - 130	30	42 - 151	30	30
1,1,2-Trichloro-1,2,2-trifluoroethane	10 ug/L		70 - 130	30	47 - 164	30	30
1,1,2-Trichloroethane	0.50 ug/L		70 - 130	30	45 - 152	30	30
1,1-Dichloroethane	0.50 ug/L		70 - 130	30	48 - 157	30	30
1,1-Dichloroethene	0.50 ug/L		70 - 130	30	51 - 158	30	30
1,1-Dichloropropene	0.50 ug/L		70 - 130	30	46 - 162	30	30
1,2,3-Trichlorobenzene	0.50 ug/L		70 - 130	30	37 - 145	30	30
1,2,4-Trichlorobenzene	0.50 ug/L		70 - 130	30	33 - 149	30	30
1,2,4-Trimethylbenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,2-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,2-Dichloroethane	0.50 ug/L		70 - 130	30	47 - 151	30	30
1,2-Dichloropropane	0.50 ug/L		70 - 130	30	47 - 155	30	30
1,3,5-Trimethylbenzene	0.50 ug/L		70 - 130	30	45 - 154	30	30
1,3-Dichlorobenzene	0.50 ug/L		70 - 130	30	44 - 146	30	30
1,3-Dichloropropane	0.50 ug/L		70 - 130	30	45 - 151	30	30
1,4-Dichlorobenzene	0.50 ug/L		70 - 130	30	43 - 146	30	30
2,2-Dichloropropane	0.50 ug/L		70 - 130	30	24 - 182	30	30
2-Butanone	5.0 ug/L		70 - 130	30	55 - 144	30	30
2-Chlorotoluene	0.50 ug/L		70 - 130	30	48 - 150	30	30
2-Hexanone	10 ug/L		70 - 130	30	40 - 159	30	30
4-Chlorotoluene	0.50 ug/L		70 - 130	30	43 - 150	30	30
4-Methyl-2-pentanone	5.0 ug/L		70 - 130	30	30 - 171	30	30
Acetone	10 ug/L		70 - 130	30	27 - 181	30	30
Benzene	0.50 ug/L		70 - 130	30	48 - 155	30	30
Bromobenzene	0.50 ug/L		70 - 130	30	43 - 151	30	30
Bromochloromethane	0.50 ug/L		70 - 130	30	48 - 161	30	30
Bromodichloromethane	0.50 ug/L		70 - 130	30	47 - 151	30	30
Bromoform	0.50 ug/L		70 - 130	30	29 - 162	30	30
Bromomethane	0.50 ug/L		70 - 130	30	10 - 200	30	30
Carbon Tetrachloride	0.50 ug/L		70 - 130	30	47 - 163	30	30
Chlorobenzene	0.50 ug/L		70 - 130	30	46 - 152	30	30
Chloroethane	0.50 ug/L		70 - 130	30	28 - 189	30	30
Chloroform	0.50 ug/L		70 - 130	30	52 - 148	30	30
Chloromethane	0.50 ug/L		70 - 130	30	53 - 159	30	30

All quotations are strictly confidential

Page 36 of 37



## Analytical Services Quotation

BSK Standard Pricing, 2022 - 2025

Donna Ferguson, PhD  
 Monterey CHD  
 1270 Natividad Rd. Rm A15  
 Salinas, CA 93906

Printed: 06/29/2022  
 Effective: 08/01/2022  
 Expires: 08/01/2025

### Analysis Details / Quality Control Limits

Analyte	Reporting	Surr	BlankSpike/LCS		Matrix Spike		Dup
	Limit	%R	%R	RPD	%R	RPD	RPD
<b>Volatile Organics</b>							
<b>Volatile Organics by GC-MS in Water (EPA 524.2)</b>							
cis-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	50 - 152	30	30
cis-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	34 - 156	30	30
Dibromochloromethane	0.50 ug/L		70 - 130	30	44 - 149	30	30
Dibromomethane	0.50 ug/L		70 - 130	30	46 - 150	30	30
Dichlorodifluoromethane	0.50 ug/L		70 - 130	30	33 - 170	30	30
Dichloromethane	0.50 ug/L		70 - 130	30	47 - 156	30	30
Ethyl tert-Butyl Ether (ETBE)	0.50 ug/L		70 - 130	30	32 - 160	30	30
Ethylbenzene	0.50 ug/L		70 - 130	30	40 - 157	30	30
Hexachlorobutadiene	0.50 ug/L		70 - 130	30	38 - 151	30	30
Isopropylbenzene	0.50 ug/L		70 - 130	30	41 - 156	30	30
m,p-Xylenes	0.50 ug/L		70 - 130	30	49 - 154	30	30
Methyl-t-butyl ether	0.50 ug/L		70 - 130	30	41 - 156	30	30
Naphthalene	0.50 ug/L		70 - 130	30	35 - 154	30	30
n-Butylbenzene	0.50 ug/L		70 - 130	30	31 - 153	30	30
n-Propylbenzene	0.50 ug/L		70 - 130	30	39 - 156	30	30
o-Xylene	0.50 ug/L		70 - 130	30	27 - 164	30	30
p-Isopropyltoluene	0.50 ug/L		70 - 130	30	26 - 161	30	30
sec-Butylbenzene	0.50 ug/L		70 - 130	30	39 - 154	30	30
Styrene	0.50 ug/L		70 - 130	30	10 - 200	30	30
tert-Amyl Methyl Ether (TAME)	3.0 ug/L		70 - 130	30	24 - 161	30	30
tert-Butyl alcohol (TBA)	2.0 ug/L		70 - 130	30	22 - 174	30	30
tert-Butylbenzene	0.50 ug/L		70 - 130	30	40 - 153	30	30
Tetrachloroethene (PCE)	0.50 ug/L		70 - 130	30	48 - 155	30	30
Toluene	0.50 ug/L		70 - 130	30	40 - 159	30	30
Total 1,3-Dichloropropene	0.50 ug/L						
Total Trihalomethanes	0.50 ug/L						
Total Xylenes	0.50 ug/L						
trans-1,2-Dichloroethene	0.50 ug/L		70 - 130	30	52 - 157	30	30
trans-1,3-Dichloropropene	0.50 ug/L		70 - 130	30	28 - 160	30	30
Trichloroethene (TCE)	0.50 ug/L		70 - 130	30	49 - 155	30	30
Trichlorofluoromethane	5.0 ug/L		70 - 130	30	47 - 169	30	30
Vinyl Chloride	0.50 ug/L		70 - 130	30	21 - 183	30	30
surr: 1,2-Dichlorobenzene-d4		70 - 130		30		30	30
surr: Bromofluorobenzene		70 - 130					30



# Monterey County

**Item No.38**

## Board Report

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

**Legistar File Number: A 22-425**

**August 23, 2022**

**Introduced:** 7/22/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding template for the provision of therapeutic services and mental health supports to students with each of the following Monterey County School Districts ("School Districts"): Gonzales Unified, Greenfield Union, Monterey County Office of Education for Monterey County Home Charter School, Monterey Peninsula Unified, Salinas City Elementary, Salinas Union High, San Ardo Elementary, Santa Rita Union, and Soledad Unified for a total maximum amount for all School Districts not to exceed \$2,422,854 revenue to the County, for a total not to exceed amount per School District as outlined in Exhibit A, retroactive to July 1, 2022 for a term through June 30, 2023; and
- b. Approve non-standard insurance and Indemnification provisions in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to each MOU that in total do not exceed ten percent (10%) of the initial liability of each MOU, as shown in Exhibit A, and that do not significantly change the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding template for the provision of therapeutic services and mental health supports to students with each of the following Monterey County School Districts ("School Districts"): Gonzales Unified, Greenfield Union, Monterey County Office of Education for Monterey County Home Charter School, Monterey Peninsula Unified, Salinas City Elementary, Salinas Union High, San Ardo Elementary, Santa Rita Union, and Soledad Unified for a total maximum amount for all School Districts not to exceed \$2,422,854 revenue to the County, for a total not to exceed amount per School District as outlined in Exhibit A, retroactive to July 1, 2022 for a term through June 30, 2023; and
- b. Approve non-standard insurance and Indemnification provisions in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to each MOU that in total do not exceed ten percent (10%) of the initial liability of each MOU, as shown in Exhibit A, and that do not significantly change the scope of services.

### SUMMARY/DISCUSSION:

The Memorandum of Understanding (MOU) with the School Districts expires on June 30, 2022. The School Districts seek to continue their partnership with the Monterey County Health Department

Behavioral Health Bureau (MCBHB) for the provision of therapeutic services and mental health supports for students identified as having trouble with their educational goals due to social, emotional or behavioral issues. Through the MOUs, MCBHB will deploy Psychiatric Social Workers (“Therapist”) and or Social Workers to School Districts to provide an array of therapeutic services to students including individual therapy, group therapy, family therapy, parent and/or teacher consultation, treatment planning, classroom observation, teacher training, parent education, support with psychiatric appointments, referrals for crisis intervention, and intensive in-home behavioral intervention and support as needed through various programs: General Education, Interconnected Systems Framework, Social Worker, and Out of School Youth Mental Health Supports (see Exhibit A of the Board Report). The School Districts agree to pay the non-Federal Finance Participation (FFP) portion of the costs up to the total maximum MOU amount since MCBHB is reimbursed FFP directly by the Department of Health Care Services.

Both parties have negotiated to Mutual Indemnification, Limitation of Liability, increased per occurrence and aggregate liability limits for Professional and General Liability, and County to include sexual misconduct coverage. The Health Department recommends the modification to the indemnification, liability, and insurance provisions.

This work supports the following Monterey County Health Department 2018-2022 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 County Counsel and Auditor-Controller have reviewed and approved this MOU as to legal form and fiscal provisions, respectively. Risk Management has not approved this MOU due to non-standard indemnification, limitation of liability, and insurance provisions.

FINANCING:

These Agreements are funded by Federal Financial Participation (FFP), School District, and MHSSA grant. The associated revenue and expenditures are included in the Health Department’s Behavioral Health (HEA 012, Unit 8410) Fiscal Year (FY) 2022-23 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

Economic Development:

- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

Administration:

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

Health & Human Services:

- Improve health and quality of life through County supported policies, programs, and services;

promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Infrastructure:

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

Public Safety:

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

Prepared by: Charise Walters, Management Analyst II, 755-4703

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Memorandum of Understanding

Exhibit A



# Monterey County

## Item No.36

### Board Report

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

Legistar File Number: A 22-425

August 23, 2022

**Introduced:** 7/22/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding template for the provision of therapeutic services and mental health supports to students with each of the following Monterey County School Districts ("School Districts"): Gonzales Unified, Greenfield Union, Monterey County Office of Education for Monterey County Home Charter School, Monterey Peninsula Unified, Salinas City Elementary, Salinas Union High, San Ardo Elementary, Santa Rita Union, and Soledad Unified for a total maximum amount for all School Districts not to exceed \$2,422,854 revenue to the County, for a total not to exceed amount per School District as outlined in Exhibit A, retroactive to July 1, 2022 for a term through June 30, 2023; and
- b. Approve non-standard insurance and Indemnification provisions in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to each MOU that in total do not exceed ten percent (10%) of the initial liability of each MOU, as shown in Exhibit A, and that do not significantly change the scope of services.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Memorandum of Understanding template for the provision of therapeutic services and mental health supports to students with each of the following Monterey County School Districts ("School Districts"): Gonzales Unified, Greenfield Union, Monterey County Office of Education for Monterey County Home Charter School, Monterey Peninsula Unified, Salinas City Elementary, Salinas Union High, San Ardo Elementary, Santa Rita Union, and Soledad Unified for a total maximum amount for all School Districts not to exceed \$2,422,854 revenue to the County, for a total not to exceed amount per School District as outlined in Exhibit A, retroactive to July 1, 2022 for a term through June 30, 2023; and
- b. Approve non-standard insurance and Indemnification provisions in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments to each MOU that in total do not exceed ten percent (10%) of the initial liability of each MOU, as shown in Exhibit A, and that do not significantly change the scope of services.

**SUMMARY/DISCUSSION:**

The Memorandum of Understanding (MOU) with the School Districts expires on June 30, 2022. The School Districts seek to continue their partnership with the Monterey County Health Department

Behavioral Health Bureau (MCBHB) for the provision of therapeutic services and mental health supports for students identified as having trouble with their educational goals due to social, emotional or behavioral issues. Through the MOUs, MCBHB will deploy Psychiatric Social Workers (“Therapist”) and or Social Workers to School Districts to provide an array of therapeutic services to students including individual therapy, group therapy, family therapy, parent and/or teacher consultation, treatment planning, classroom observation, teacher training, parent education, support with psychiatric appointments, referrals for crisis intervention, and intensive in-home behavioral intervention and support as needed through various programs: General Education, Interconnected Systems Framework, Social Worker, and Out of School Youth Mental Health Supports (see Exhibit A of the Board Report). The School Districts agree to pay the non-Federal Finance Participation (FFP) portion of the costs up to the total maximum MOU amount since MCBHB is reimbursed FFP directly by the Department of Health Care Services.

Both parties have negotiated to Mutual Indemnification, Limitation of Liability, increased per occurrence and aggregate liability limits for Professional and General Liability, and County to include sexual misconduct coverage. The Health Department recommends the modification to the indemnification, liability, and insurance provisions.

This work supports the following Monterey County Health Department 2018-2022 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 County Counsel and Auditor-Controller have reviewed and approved this MOU as to legal form and fiscal provisions, respectively. Risk Management has not approved this MOU due to non-standard indemnification, limitation of liability, and insurance provisions.

FINANCING:

These Agreements are funded by Federal Financial Participation (FFP), School District, and MHSSA grant. The associated revenue and expenditures are included in the Health Department’s Behavioral Health (HEA 012, Unit 8410) Fiscal Year (FY) 2022-23 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;

Legistar File Number: A 22-425

---

promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

Infrastructure:

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

Public Safety:

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

Prepared by: Charise Walters, Management Analyst II, 755-4703

Approved by:

DocuSigned by:



Date: 8/17/2022 | 10:47 AM PDT

C7A30BA59CA8423..

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Memorandum of Understanding

Exhibit A

**Exhibit A**

*Contracted program services marked with an "X"*

<b>School District</b>	<b>Term</b>	<b>General Education</b>	<b>Interconnected Systems Framework</b>	<b>Social Worker</b>	<b>Out of School Youth Mental Health Support</b>	<b>School District Total Not to Exceed Amount</b>
Gonzales Unified School District	July 1, 2022 - June 30, 2023	X	X			\$ 126,352
Greenfield Union School District	August 1, 2022 - June 30, 2023	X				\$ 126,153
MCOE Monterey County Home Charter School	August 1, 2022 - June 30, 2023	X				\$ 12,833
Monterey Peninsula Unified School District	August 1, 2022 - June 30, 2023	X				\$ 243,083
Salinas City Elementary School District	July 1, 2022 - June 30, 2023	X	X			\$ 123,577
Salinas Union High School District	July 1, 2022 - June 30, 2023	X	X		X	\$ 1,077,255
San Ardo Elementary School District	August 1, 2022 - June 30, 2023	X				\$ 29,944
Santa Rita Union School District	August 1, 2022 - June 30, 2023	X				\$ 22,795
Soledad Unified School District	July 1, 2022 - June 30, 2023	X	X	X		\$ 660,862
<b>Total Maximum Amount FY 2022-2023</b>						<b>\$ 2,422,854</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF MONTEREY, ON BEHALF OF THE  
COUNTY OF MONTEREY HEALTH DEPARTMENT,  
BEHAVIORAL HEALTH BUREAU  
AND  
[INSERT NAME] SCHOOL DISTRICT**

This Memorandum of Understanding (hereafter referred to as “MOU”) is made and entered into by and between the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau (hereinafter referred to as “County”) and the **[Insert Name] School District** (hereinafter referred to as “District” or “School District”), together referred to as “Parties” and singularly as “Party”.

**RECITALS:**

WHEREAS, the School District is the recipient of Local Control Funding Formula (LCFF) funds due to changes in the FY 2013–14 State budget package which replaced the previous K–12 finance system with the new LCFF;

WHEREAS, the School District is required to develop a Local Control and Accountability Plan (LCAP) and has identified in that plan the need to provide therapeutic services to students who require such services;

WHEREAS, the County provides behavioral health services through the Health Department’s Behavioral Health Bureau and to the extent that annual funding allows, is committed to assisting schools in Monterey County with the provision of therapeutic services to students who require them;

WHEREAS, the School District has requested assistance from the County for the provision of therapeutic services to enrolled students; and

NOW THEREFORE, this MOU is created for the purpose of setting forth the terms and conditions under which the County and the District will collaborate to ensure the provision of therapeutic services to the students of the district.

**1. Term of MOU**

This MOU shall be in full force commencing **[Insert start date]** and ending **[Insert end date]**, unless terminated or amended pursuant to this MOU.

**2. Exhibits**

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

EXHIBIT A: PROGRAM DESCRIPTION

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION  
(executed by County and District)

EXHIBIT D: COUNTY INSURANCE

EXHIBIT E: SCHOOL DISTRICT INSURANCE

**3. Screening**

The Parties shall comply with applicable laws, regulations, and District policies related to criminal records checks, fingerprinting, and tuberculosis screenings.

**4. Maintenance and Confidentiality of Patient Information**

a. The County shall maintain clinical records for each recipient of service in compliance with all state and federal requirements and Exhibit C. Such records shall include a description of all services provided by the County in sufficient detail to make possible all evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes. The County 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 years.

b. The County and District shall comply with the confidentiality requirements set forth in Exhibit C and incorporated by reference as if fully set forth herein.

**5. Modification**

This MOU may be modified only by an instrument in writing signed by the County and the District.

**6. Termination**

a. Termination Without Cause. Either Party may cancel this MOU at any time upon thirty (30) calendar days of written notice.

b. Termination With Cause. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party by giving the other Party fifteen (15) days' prior written notice of such breach. If such breach is not cured by the breaching Party within fifteen (15) days of receipt of this notice, this Agreement shall terminate at the end of such fifteen (15) day period.

**7. Assignment**

This MOU may not be assigned without the prior written consent of the Parties.

## 8. General Provisions

- a. All work described herein shall be performed in accordance with applicable Federal, State and local laws and regulations.
- b. Non-discrimination. During the performance of this Agreement, the Parties 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 the Parties' employment practices or in the furnishing of services to recipients. The Parties 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, School District's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- c. Third Party Rights. Nothing in this MOU shall be construed to give any rights, benefits, or obligations to anyone other than School District and the County.
- d. Independent Contractor. The County shall act as an independent contractor in the performance of the duties hereunder, and no officer, employee or agent of the County under this MOU shall be deemed to be an officer, employee or agent of the District in carrying out the duties of this MOU. Nothing in this MOU shall create any of the rights, powers, privileges or immunities of an employee of the District.
- e. The County's obligations with regard to any personnel it retains, employs, or contracts with shall include paying all federal and state withholding taxes applicable to employees and complying with federal and state wage-hour obligations (including overtime), workers' compensation obligations, unemployment insurance obligations, and other applicable taxes and contributions to government mandated employment related insurance and similar programs.

## 9. Mutual Indemnification

- a. The District shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage rising out of, or in connection with, performance of this MOU by The District and/or its agents, employees or Collaborators, 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 MOU to provide the broadest possible coverage for the County. The District shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which The District is obligated to indemnify, defend and hold harmless the County under this MOU.
- b. County shall indemnify, defend, and hold harmless the District, its officers, agent and employees from any claim, liability, loss, injury or damage arising out of, or in

connection with, performance of this MOU by the County and/or its agents, employees or Collaborators, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the District. It is the intent of the Parties to this MOU to provide the broadest possible coverage for the District. The County shall reimburse the District 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 District under this MOU.

**10. Limitation of Liability**

Each Party's total liability to the other arising under this MOU, if any, is limited to an amount not to exceed either the per occurrence limit or the aggregate limit of the Party's required insurance coverage, as stated within Exhibit D and Exhibit E, respectively, copies of which are attached hereto and incorporated herein by this reference.

**11. Insurance**

a. County Insurance. The County shall secure and maintain the insurance coverage or self-insurance described in Exhibit D.

b. School District Insurance. School District shall secure and maintain the insurance coverage or self-insurance described in Exhibit E, a copy of which is attached hereto and incorporated herein by this reference.

**12. Cultural Competency and Linguistic Accessibility**

a. The County shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable County Therapists to work effectively in providing contractual services under this MOU in cross-cultural situations. Specifically, the County'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. The District shall provide linguistically accessible services to assure access to services by all eligible individuals as required by Department of Health Care Service's regulations and policies and other applicable laws. Specifically, the District shall provide services to eligible individuals in their primary language through linguistically proficient District 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, provides the opportunity for and facilitates their use.

### 13. 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 School District, to:  
[Insert Name] School District  
[Insert Street]  
[Insert City], CA [Insert Zip]  
Attn: [Insert Superintendent]  
[Insert Title]  
Tel: [Insert Telephone]  
Fax: [Insert Fax]

If to the County, to:  
Monterey County Health Department  
1270 Natividad Road  
Salinas, CA 93906  
Attn: Elsa M. Jimenez,  
Director of Health  
Tel: 831-755-4743  
Fax: 831-755-4797

This MOU constitutes the entire MOU between the parties and supersedes all previous communications, representations or MOUs regarding this subject, whether written, or oral, between the parties.

Consent to the terms of this MOU is indicated by the authorized signatures affixed and dated below.

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

MONTEREY COUNTY

[INSERT NAME] SCHOOL DISTRICT

By:

Elsa M. Jimenez, Director of Health

Dated:

By:

(Signature of Superintendent)

Printed Name and Title

Dated:

Approved as to Form<sup>1</sup>

DocuSigned by: Stacy Saetta  
COECE1B99F444A9  
Deputy County Counsel

Dated: 7/15/2022 | 2:57 PM PDT

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*

Approved as to Fiscal Provisions<sup>2</sup>

DocuSigned by: Gary Giboney  
D3834BFEC1D8449...  
Auditor/Controller

Dated: 7/15/2022 | 3:19 PM PDT

Printed Name and Title

Dated:

Approved as to Risk Management<sup>3</sup>

DocuSigned by: Danielle P. Mancuso  
2AFDFB99D2744CC...  
Risk Management

Date: 7/15/2022 | 2:55 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.

<sup>1</sup>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.

<sup>2</sup>Approval by Auditor-Controller is required.

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

## **EXHIBIT A: PROGRAM DESCRIPTION**

---

### **PROGRAM 1: GENERAL EDUCATION**

#### **1. Services and Responsibilities of the County**

a. The County will assign to District a County Psychiatric Social Worker(s) (“County Therapists”), for the provision of behavioral health services (“Therapeutic Services”) for students in School District. Therapeutic Services shall include, individual therapy, group therapy, family therapy, parent and/or teacher consultation, treatment planning, classroom observation, teacher training, parent education, support with psychiatric appointments, referrals for crisis intervention and teletherapy, as needed. Therapeutic Services shall also include intensive in-home behavioral intervention and support where indicated. The County shall maintain the files and all required documents relating to any Therapeutic Services provided by County Therapists to all students pursuant to this MOU. The County shall respond to any requests from a student or his/her parent or guardian regarding such services, files, or documents.

b. The County shall integrate services and participate in Tier II/III meetings in schools implementing the Positive Behavioral Intervention and Supports (PBIS) program to assist with the selection of and provision of evidence-based therapeutic services.

c. The County shall be solely responsible for managing, monitoring, and overseeing County Therapists in the provision of Therapeutic Services at the District. Responsibility of the conduct of County Therapists shall remain solely with the County. County shall designate a County Supervisor to provide ongoing clinical supervision for the County Therapists providing Therapeutic Services to ensure that support, guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite clinical supervision at least on a bi-monthly basis at each school where services are provided to ensure appropriate administrative and clinical oversight.

Each County Therapist’s direct supervisor shall be a County Unit Supervisor who reports directly to the County Services Manager. The Unit Supervisor’s duties include, but are not limited to:

- Clinical supervision and performance evaluation of County Therapists;
- Coordinate and assign referrals, and oversee scheduled work hours;
- Ensure coverage of services in the event of an unplanned absence; and
- Work with the District to make any needed adjustments to the scheduling of work hours due to the District’s school calendar year.

d. Each County Therapist shall comply with all County and State certification and licensing requirements. The County ensures that the County Therapists whom it assigns to the District shall deliver services within their scope of licensure and practice and will perform the scope of activities and services required to fulfill the Therapeutic Services needed by the District’s students. The County Therapists shall be employees of the County, and the County shall pay

all salaries and expenses owed to the County Therapists related to the County Therapists' services for the District pursuant to this MOU.

e. The County will manage and monitor the status of Therapeutic Services provided in the District and will report data required by the District which conforms to the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

f. The County will provide office furniture, supplies, IT equipment and IT support to appropriately equip County Therapists with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County Therapists assigned to work in the District. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.

g. The County shall designate a Services Manager or designee who will oversee and be the point of contact for the District for all issues associated with the services to be provided by the County as described in this MOU.

h. The County agrees to meet bi-monthly with the District Student Services Manager or designee beginning the first month of the school year to ensure appropriate, efficient and effective implementation of the services rendered by County Therapists.

i. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

## **2. Services and Responsibilities of the District**

a. The District agrees to provide a confidential and private office and/or meeting space and any equipment necessary (other than the equipment provided by County in Section 1(g) of this MOU) for the implementation of services provided by County Therapists. In the event of termination of services, the County will retrieve all County- owned equipment, furniture, and supplies.

b. The District will assign a District Student Services Manager or designee to serve as the point of contact for the County for any and all issues or concerns that arise regarding delivery of services by the County associated with this MOU.

c. The District agrees to assign a Student Services Manager to meet on a bi-monthly basis beginning the first month of school and as needed with the County Service Manager or designee and/or the County Therapist assigned to work in the District to ensure appropriate, efficient and effective implementation of the services rendered by County Therapist.

d. The District agrees to include County Therapists in PBIS trainings and meetings held at each school site to ensure successful integration of mental health interventions and effective utilization of resources.

**PROGRAM 2:  
INTERCONNECTED SYSTEMS FRAMEWORK**

**1. Background**

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 (MHS OAC) to provide mental health support services in Monterey County public schools. County allocated MHSSA grants funds to expand clinical services and to train school staff on the Interconnected Systems Framework (ISF) methodology 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 the limitations of Positive Behavioral Interventions and Supports and School Mental Health to 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.

During Grant Year (GY) 2 (July 1, 2022 – June 30, 2023) of the 4-year grant cycle, program services will be implemented in \_\_\_\_\_ School(s).

**2. Program Goals**

To support Monterey County public schools in developing an Interconnected Systems Framework by integrating a multi-tiered system of social emotional services and supports that cultivates mental health and wellness for students, families and learning communities by:

- a. Building increased partnerships between mental health and education through training geared to increase knowledge of trauma, adverse childhood experiences, providing trauma informed education, and expansion of the multi-tiered system service array for staff and students.
- b. Supporting school-based and community-based strategies to improve access to care through increasing the number of school-based mental health clinicians available on school sites, thereby supporting students with interventions and supports that directly treat or address the mental health needs of the students.
- c. Enhancing crisis services for youth on campus. With an increased mental health presence on campuses, any student identified as having an urgent or crisis need will have risk assessment and crisis triage services available to them.

**3. Services and Responsibilities of the County**

- a. Plan, coordinate, and deliver Tier 1 Trainings. Trainings will be coordinated by the County Unit Supervisor in collaboration with the District PPS Director and/or Site Administrator. Additional mental health related training needs to be identified by **school site** ISF team through collaborative discussion and evaluation of school data. Tier 1 trainings are available for all staff, students and parents/caregivers in the learning community and may

include:

- Mindfulness
- School-based Risk Assessment/Suicide Prevention and Response
- Trauma-Informed Education/Healing Centered-Engagement
- Self-Care for Learning Communities
- LGBTQ+ Best Practices
- Cultivating Relationships with LGBTQ+ Students: Essential Practices for Learning Communities
- We are Family/Somos Familia: Understanding the Experience of LGBTQ+ Youth
- Classroom presentations

b. Plan, coordinate, and deliver Tier 2 Integrated Therapy Groups. Groups will be coordinated by the on-site County clinician(s), and school counselor or ISF team member designee, in collaboration with the school site Tier 2/3 team. Tier 2 groups provided by County clinicians blend students in General Education and Special Education where possible. Group curricula may include:

- Mindfulness
- Building Healthy Relationships
- Positively Us: Exploring Identity
- Cognitive Behavioral Intervention for Trauma in Schools
- Stress-free Kids\*
- Other groups provided as mental health needs within the learning community are identified.

\*Offering for elementary school sites only.

c. Plan, coordinate, and deliver Tier 3 Parent classes. Classes will be coordinated by County Unit Supervisor and Partners for Peace. Courses will be provided in English and Spanish at varying times during the day:

- Parent Project Sr.
- Loving Solutions\*
- We are Family/Somos Family

\*Offering for elementary school sites only.

d. Plan, coordinate, and deliver Tier 3 Individualized Services and Supports. Individual therapy services will be coordinated by on-site County clinician and the school site Tier 2/3 team. Individualized services and supports may include:

- Individual therapy using evidence-based treatment modalities
- On-site risk assessment as needed
- Intensive case management
- 1:1 school staff consultation on student mental health, as needed
- Home-based 1:1 behavioral intervention and support
- 1:1 LGBTQ+ Youth Advocate
- Family Partner

- e. On-site County Clinician will attend PBIS Tier 2/3 meetings every other week at school site to provide clinical expertise that will assist in decisions through the teaming process to determine appropriate level of intervention for students with mental health needs.
- f. Attend monthly ISF Team meetings coordinated by the Monterey County Office of Education and support the ISF Implementation Plan.
- g. Data Sharing: County will provide quarterly data reports on services and support being provided for students, staff, and parents on each tier.

#### **4. Services and Responsibilities of the District**

- a. Ensure the school site maintains a PBIS Tier 2/3 team and holds monthly team meetings including County clinician.
- b. Continue to make mental health referrals through the PBIS teaming process to ensure appropriate level of supports and interventions.
- c. Work collaboratively to support ISF implementation at the school site. School site administrator(s) agree to attend to monthly meetings and to provide input on ISF implementation and progress.
- d. Identify parents and caregivers in the school site learning community to participate in the Parent Project classes. The school site Community Liaison or designed will coordinate dates and enrollment with agency representatives from Partners for Peace.
- e. Support staff to attend ISF training opportunities
- f. Ensure administration and completion of the ISF Implementation Inventory (ISF II) at least one time per year to identify strengths and needs that will drive the focus of ISF efforts. Participate in the ISF Action Plan based on upon ISF II results
- g. Work with the ISF Team on evaluating school data to assess ISF training needs.
- h. Maintain a Check-In/Check-Out system that can be monitored through the collection and evaluation of products via the CICO Handbook (a portion of the school PBIS Handbook) and assessment measures, such as SWIS, SAS and TFI data. The Tier 2 team will review student data to determine student supports and interventions.
- i. Sustain implementation of Tier 1 and Tier 2 interventions by continuing to be assessed through assessments, such as the SAS, and TFI. These assessment scores will provide information regarding specific training needs and fidelity of PBIS implementation.
- j. Enter in student data into SWIS, suspension, truancy, mental health referrals provide on a beginning end twice a year, pre and post, ISF scores.
- k. Attend monthly ISF Team meetings coordinated by the Monterey County Office of Education and support the ISF Implementation Plan.

**PROGRAM 3:  
SOCIAL WORKER**

**1. Services and Responsibilities of the County**

a. The County will assign to District a County Social Worker(s), for the provision of mental health supports for students in School District. Mental health supports shall include social emotional group counseling on identified topics, mental health and wellness check-ins, parent/caregiver/teacher consultation, coordination with mental health clinicians, risk assessments, classroom observations, classroom presentations on mental health topics, teacher training and parent education, and attend PBIS/COST meetings. The County Social Worker will make mental health referrals to school COST teams for students in need of direct mental health services.

b. The County shall be solely responsible for managing, monitoring, and overseeing County Social Worker in the provision of mental health supports at the District. Responsibility of the conduct of County Social Worker(s) shall remain solely with the County. County shall designate a County Supervisor to provide ongoing supervision for the County Social Worker(s) providing mental health supports to ensure that guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite supervision at least on a bimonthly basis at each school where services are provided to ensure appropriate oversight.

Each County Social Worker(s) direct supervisor shall be a County Unit Supervisor who reports directly to the County Services Manager. The Unit Supervisor's duties include, but are not limited to:

- Supervision and performance evaluation of County Social Worker(s);
- Coordinate and oversee scheduled work hours;
- Ensure coverage of services in the event of an unplanned absence; and
- Work with the District to make any needed adjustments to the scheduling of work hours due to the District's school calendar year.

c. The County ensures that the County Social Worker(s) whom it assigns to the District shall deliver services within their scope of practice and will perform the scope of activities and services required to fulfill the mental health support needed by the District's students. The County Social Worker(s) shall be employees of the County, and the County shall pay all salaries and expenses owed to the County Social Worker(s) related to the provision of mental health supports for the District pursuant to this MOU.

d. The County will manage and monitor the status of mental health supports provided in the District and will report data required by the District which conforms to the Confidentiality of Patient Information Certification included as Exhibit A to this MOU.

e. The County will provide office furniture, supplies, IT equipment and IT support to appropriately equip County Social Worker(s) with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County

Social Worker(s) assigned to work in the District. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.

f. The County shall designate a Services Manager or designee who will oversee and be the point of contact for the District for all issues associated with the supports to be provided by the County as described in this MOU.

g. The County agrees to meet bi-monthly with the District Student Services Manager or designee beginning the first month of the school year to ensure appropriate, efficient and effective implementation of the services rendered by County Social Worker(s).

h. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

i. The County agrees to track support contacts at each school site and provide quarterly reports to the district to assess and monitor existing and emerging mental health needs as identified by the County Social Worker(s).

## **2. Services and Responsibilities of the District**

A. The District agrees to provide a confidential and private office and/or meeting space and any equipment necessary (other than the equipment provided by County in Section 2(g) of this MOU) for the implementation of mental health supports provided by County Social Worker(s). In the event of termination of services, the County will retrieve all County-owned equipment, furniture, and supplies.

B. The District agrees to collaborate with the County Unit Supervisor on the staffing plan for the school sites served and to maintain ongoing and regular communication regarding any changes to agreed upon assignments.

C. The District will assign a District Student Services Manager or designee to serve as the point of contact for the County for any issues or concerns that arise regarding delivery of services by the County associated with this MOU.

D. The District agrees to assign a Student Services Manager to meet on a monthly basis beginning the first month of school and as needed with the County Service Manager or designee and/or the County Social Worker(s) assigned to work in the District to ensure appropriate, efficient and effective implementation of the services rendered by County Social Worker(s).

E. The District agrees to include County Social Worker(s) in PBIS trainings and meetings held at each school site where indicated to ensure successful integration of mental health interventions and effective utilization of resources.

**PROGRAM 4:**  
**OUT OF SCHOOL YOUTH (OSY) MENTAL HEALTH SUPPORT**

**1. Services and Responsibilities of the County**

a. The County will assign a County Social Worker for the provision mental health screening and case management supports for students in the District’s Migrant Education Out of School Youth (OSY) program. Mental health supports shall include wellness check-ins for students, mental health screening and case management to provide linkage to community resources when a need for mental health treatment is indicated.

b. The County shall be solely responsible for managing, monitoring, and overseeing County Social Worker in the provision of mental health supports provided to students in the OSY program. Responsibility of the conduct of County Social Worker(s) shall remain solely with the County. County shall designate a County Supervisor to provide ongoing supervision for the County Social Worker(s) providing mental health supports to ensure that guidance and consultation is available as needed. In addition to office-based supervision, County agrees to provide onsite supervision at least on a bimonthly basis to ensure appropriate oversight.

Each County Social Worker(s) direct supervisor shall be a County Unit Supervisor who reports directly to the County Services Manager. The Unit Supervisor’s duties include, but are not limited to:

- Supervision and performance evaluation of County Social Worker(s);
- Coordinate and oversee scheduled work hours;
- Ensure coverage of services in the event of an unplanned absence; and
- Work with the District to make any needed adjustments to the scheduling of work hours due to the District’s school calendar year.

c. The County ensures that the County Social Worker whom it assigns to the OSY program shall deliver services within their scope of practice and will perform the scope of activities and services required to fulfill the mental health support needed by the students in the OSY Program.

d. The County will manage and monitor the status of mental health supports provided in the District and will report data required by the OSY program which conforms to the Confidentiality of Patient Information Certification included as Exhibit C to this MOU.

e. The County will provide office furniture, supplies, IT equipment and IT support to appropriately equip County Social Worker(s) with the furniture, supplies, equipment, and support necessary for County business. Furniture, supplies and equipment will be owned and maintained by the County. The County will provide and service the IT needs of the County Social Worker(s) assigned to work in the District. In the event of termination of services, the County will retrieve all county-owned furniture, supplies and equipment.

f. The County shall designate a Services Manager or designee who will oversee and be the point of contact for the OSY program for all issues associated with the supports to be

provided by the County as described in this MOU.

g. The County agrees to meet bi-monthly with the District Student Services Manager or designee beginning the first month of the school year to ensure appropriate, efficient and effective implementation of the services rendered by County Social Workers(s).

h. If either Party is ever audited, the other Party will provide assistance as may be helpful or necessary.

i. The County agrees to track support contacts with students in the OSY program and provide quarterly reports to the district to assess and monitor existing and emerging mental health needs as identified by the County Social Worker(s).

## **2. Services and Responsibilities of the District**

F. The District agrees to provide a confidential and private office and/or meeting space and any equipment necessary (other than the equipment provided by County in Section 2(g) of this MOU) for the implementation of mental health supports provided by County Social Worker(s). In the event of termination of services, the County will retrieve all County- owned equipment, furniture, and supplies.

G. The District agrees to collaborate with the MCBH Unit Supervisor on the staffing plan for the students served and to maintain ongoing and regular communication regarding any changes to agreed upon assignments.

H. The District will assign a District Student Services Manager or designee to serve as the point of contact for the County for any issues or concerns that arise regarding delivery of services by the County associated with this MOU.

I. The District agrees to assign a Student Services Manager to meet on a monthly basis beginning the first month of school and as needed with the County Service Manager or designee and/or the County Social Worker assigned to work in the District to ensure appropriate, efficient and effective implementation of the services rendered by County Social Worker(s).

## **EXHIBIT B: PAYMENT PROVISIONS**

---

- I. Subject to the limitations set forth herein, School District shall pay County, in arrears, the total maximum amount not to exceed **[\$ Insert Total Maximum Annual Amount]** for the provision of County's services during the term of this Agreement and in accordance with the following schedule:

<b>Program</b>	<b>Term</b>	<b>Total Maximum Annual Amount</b>
Program 1: General Education		
Program 2: Interconnected Systems Framework		
Program 3: Social Worker		
Program 4: OSY Mental Health Support		
<b>Total Maximum Amount</b>		

- II. Invoice:

**A. Program 1: General Education**

County - To offset the cost of services to the School District, County agrees to seek Medi-Cal reimbursement for Therapeutic Services provided pursuant to this MOU for all Medi-Cal eligible beneficiaries served. The County shall invoice School District one-fourth (1/4<sup>th</sup>) of the total annual estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of Therapeutic services since County is reimbursed FFP directly by the Department of Health Care Services. The total invoice amount shall not exceed the total maximum MOU amount identified in Section a. above. The County shall prepare a quarterly invoice based on actual costs and estimated revenues.

District - The District agrees to pay the County for the non-FFP reimbursable portion of the total costs to provide Therapeutic Services, up to the total maximum amount outlined in Exhibit B: Payment Provisions, of this MOU.

**B. Program 2: Inter-Connected Systems Framework**

There is no fiscal exchange between School District and County. The County is responsible for the total cost of the program since County is reimbursed MHSSA grant funds directly by the MHS OAC. It is mutually agreed that if there is a reduction in grant funds to the County for program services, neither party shall be obligated to perform any provisions of this program from date of notification. County, in its sole and absolute discretion after consultation with the School District, may elect to terminate this program by giving written notice of program termination to School District effective immediately or on such other date as County specifies in the notice.

**C. Program 3: Social Worker**

The County shall prepare a quarterly invoice. The District agrees to pay the County up to the total maximum amount outlined above.

**D. Program 4: OSY Mental Health Support**

The County shall prepare a quarterly invoice. The District agrees to pay the County up to the total maximum amount outlined above.

The County shall prepare a quarterly invoice based on actual costs and estimated revenues and will submit its invoice for the requested amount within thirty (30) days after the end of each quarter along with such other information pertinent to the invoice. Invoices shall be submitted to the School District at the following address:

**[Insert Name] School District [Insert Street]  
[Insert City], CA [Insert Zip]**

School District shall pay the County's invoice in the requested amount within 30 days of receiving the County's invoice.

- III. If for any reason this MOU is terminated, the School District's maximum liability shall be the total utilization to the date of termination not to exceed the maximum amount listed above.
- IV. As an exception to Section (c) above with respect to the Survival of Obligations after Termination, School District shall continue to remain obligated under this MOU with regard to payment for services required to be rendered after termination.

**EXHIBIT C:**  
**CONFIDENTIALITY OF PATIENT INFORMATION CERTIFICATION**

---

**Confidentiality of Patient Information and Records.** All Patient Information is confidential. The Parties shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all applicable state and federal law relating to confidentiality of patient records and patient information, including but not limited to: 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”), the Breach Notification Standards, 45 C.F.R. Part 160 and Part 164, Subparts A and D (the “Breach Notification 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”); the federal Confidentiality of Alcohol and Drug Abuse Patient Records under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2 (the “Part 2 Regulations”); the Lanterman-Petris-Short Act (“LPS”), California Welfare and Institutions Code sections 5328, *et seq.*; California substance abuse laws at California Health & Safety Code sections 11812 and 11845.5; Medi-Cal laws at 45 C.F.R. § 205.50, 42 C.F.R. § 431.300 *et seq.*; the Confidentiality of Medical Information Act (“CMIA”), California Civil Code sections 56.00 *et seq.*; California laws governing HIV/AIDS records at California Health & Safety Code § 120975; and California Civil Code Section 1798.29

“Patient Information “includes any individually identifying information related to a patient/recipient of behavioral health services, including, but not limited to, name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “Patient Information “includes all health information the Parties have obtained about a patient/recipient of services, including the mere fact that patient is receiving alcohol or drug treatment from the County or has been referred to an alcohol or drug treatment program by the County, whether or not a documentary record of such information exists.

**Ownership of Data.** All Patient Information created or received by the County in connection with the provision of behavioral health services under this Agreement shall be and remain the property of the County and the County shall retain exclusive rights and ownership thereto. Such information shall be referred to henceforth as “County Data”.

**Use and Disclosure of Information.** In relation to the services being provided by the County pursuant to this MOU, the District may require access to County Data regarding the progress of students receiving the therapeutic services. The County shall disclose County Data to District solely as set forth below. The County may provide County Data to District pursuant to a valid authorization for such disclosure from the patient/recipient of the Services or his or her legally authorized representative, or as required by law. The County also may provide County Data that has been de-identified in accordance with 45 C.F.R. Section 164.514 to District as necessary in connection with its performance of Services under this Agreement.

District shall use County Data or Patient Information obtained from contact with patients/recipients of Services and complainants (including anonymized data) only for the purpose(s) for which use or disclosure was authorized and shall implement appropriate safeguards to maintain the Confidentiality of such information and to prevent further use or disclosure. District acknowledges that County Data regarding a patient whose records are subject to the Part 2 Regulations may not be re-disclosed to another entity without specific authorization from the patient or his/her legally authorized representative for such re-disclosure. In addition, District shall obtain the County's prior written consent to any disclosure of County Data, except as required by law. The County, through the Behavioral Health Director, shall have access to any Patient Information obtained by District in connection with its performance under this Agreement.

The Parties shall not disclose Patient Information, including the identities of patients/recipients of service, to other parties without proper authorization for such disclosure or as authorized by law.

In relation to the services being provided by County pursuant to this MOU, the County may also require access to District records and information, including but not limited to "education records" relating to the students receiving the therapeutic services ("District Data"). The County will use District Data only for the purpose of fulfilling its duties under this MOU and will not share such data (including anonymized data) with, or disclose it to, any third party without the prior written consent of the District, except as required by law and except to third party contractors retained by the County to provide services related to this MOU.

The County will provide access to District Data to its employees, subcontractors and third party contractors who need to access the data to fulfill the County obligations under this MOU. The County will ensure that employees and subcontractors who perform work under this MOU are bound to strict obligations of confidentiality no less rigorous than those set forth herein. If the County will have access to "education records" for the District's students as defined under the Family Educational Rights and Privacy Act (FERPA), the County acknowledges that for the purposes of this MOU it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the County agrees to abide by the FERPA limitations and requirements imposed on school officials. The County shall train all of its responsible employees on how to comply with those responsibilities imposed by FERPA, through this MOU, which are applicable to the County and County's employees. The County will use the education records only for the purpose of fulfilling its duties under this MOU for District's and the students' benefit, and will not share such data with or disclose it to any third party except as provided for in this MOU, required by law, or authorized in writing by the District.

If the District receives a subpoena, warrant, or other legal order, demand, including requests pursuant to the California Public Records Act (Gov. Code, §§ 6250, *et seq.*) ("requests") or requests seeking County Data, the District may advise the requesting party that the documents are not in the District's possession and that all requests should be directed to the County. The District shall respond to any such requests seeking District Data.

Upon termination or expiration of this MOU, the County will return or securely destroy District Data as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. In the event that the District requests destruction of District Data, the County agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the County might have transferred District Data. The County agrees to provide certification of data destruction to the District upon request.

District shall return or securely destroy County Data as directed by the County. Transfer to the County or a third party designated by the party shall occur within a reasonable period of time, and without significant interruption in service. In the event that County requires destruction of County Data, District agrees to securely destroy all data in its possession and in the possession of any subcontractors or agents to which the District may have transferred County Data. District agrees to provide certification of data destruction to County upon request.

**Penalty for Unauthorized Disclosure.** The Parties understand that disclosure of Patient Information in violation of law may subject the party releasing the information to civil and/or criminal fines, penalties, and damages.

**Duty to Warn.** The Parties understand that persons providing services under this MOU 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.** The Parties shall inform all of their officers, employees, and agents providing services hereunder of these provisions.

<b>SCHOOL DISTRICT</b> <i>By my signature below, as the authorized representative of the District, I certify acceptance and understanding for myself and the District of the above confidentiality provisions</i>	<b>MONTEREY COUNTY</b> <i>By my signature below, as the authorized representative of the County, I certify acceptance and understanding for myself and the County of the above confidentiality provisions.</i>
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative (printed)	Name of Authorized Representative (printed)
Title of Authorized Representative	Title of Authorized Representative
Date: _____	Date: _____

## **EXHIBIT D: COUNTY INSURANCE**

---

The County certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then the County shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. The County shall maintain insurance or self-insurance of five million dollars (\$5,000,000) per occurrence and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering the County's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Sections 1 and 2 above including sexual misconduct **shall be endorsed to include the School District as a Supplemental Member with respect to this MOU for Therapeutic Services.** Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of the County, its officers, directors, agents, and/or employees. The County, upon execution of this MOU, shall furnish School District with Certificates of Insurance or Letter of Self-Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to School District of any modification, change or cancellation of any of the above insurance coverages.

## **EXHIBIT E: SCHOOL DISTRICT INSURANCE**

---

School District certifies that it maintains a program of insurance and self-insurance that covers its activities in connection with this MOU as follows:

1. Professional Liability Insurance or self-insurance with financially-owned and reputable companies with limits of one million dollars (\$1,000,000) per claim and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this MOU. The insurance shall have a retroactive date prior to coinciding with the effective date of this MOU. In the event that a claims-made policy is canceled or non-renewed, then School District shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.
2. Commercial General Liability Insurance or Self-Insurance. School District shall maintain insurance or self-insurance with a self-insured retention of five million dollars (\$5,000,000) and coverage of five million dollars (\$5,000,000) in the aggregate.
3. Worker's Compensation Insurance in a form and amount covering School District's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.

The coverage referred to in Section 2 above shall be endorsed to include the County of Monterey ("County") as an additional insured. Such a provision shall only apply, however, in proportion to and to the extent of the negligent acts or omissions of School District, its officers, directors, agents, and/or employees. School District, upon execution of this MOU, shall furnish the County with Certificates of Insurance evidencing compliance with requirements. Certificates shall further provide for thirty (30) days advance written notice to the County of any modification, change, or cancellation of any of the above insurance coverages.

## Exhibit A

Contracted program services marked with an "X"

School District	Term	General Education	Interconnected Systems Framework	Social Worker	Out of School Youth Mental Health Support	School District Total Not to Exceed Amount
Gonzales Unified School District	July 1, 2022 - June 30, 2023	X	X			\$ 126,352
Greenfield Union School District	August 1, 2022 - June 30, 2023	X				\$ 126,153
MCOE Monterey County Home Charter School	August 1, 2022 - June 30, 2023	X				\$ 12,833
Monterey Peninsula Unified School District	August 1, 2022 - June 30, 2023	X				\$ 243,083
Salinas City Elementary School District	July 1, 2022 - June 30, 2023	X	X			\$ 123,577
Salinas Union High School District	July 1, 2022 - June 30, 2023	X	X		X	\$ 1,077,255
San Ardo Elementary School District	August 1, 2022 - June 30, 2023	X				\$ 29,944
Santa Rita Union School District	August 1, 2022 - June 30, 2023	X				\$ 22,795
Soledad Unified School District	July 1, 2022 - June 30, 2023	X	X	X		\$ 660,862
<b>Total Maximum Amount FY 2022-2023</b>						<b>\$ 2,422,854</b>



# Monterey County

**Item No.39**

## Board Report

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

**Legistar File Number: A 22-426**

**August 23, 2022**

**Introduced:** 7/22/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health, to sign a Quotation Purchase Agreement (“Agreement”) with Esaote North America, for the purchase of extended services warranty for one (1) ultrasound machine with serial number #1749 and related software and warranty, for use in the Monterey County Health Department Alisal Health Center clinic, retroactive to March 6, 2022 for a term through March 05, 2027, for a total contract liability of \$13,750; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
- c. Authorize the Director of Health or Assistant Director of Health or their designees to sign up to three (3) future amendments to the Agreements where the amendments do not significantly change the scope of work and do not exceed 10% (\$1,375) in the aggregate.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health, to sign a Quotation Purchase Agreement (“Agreement”) with Esaote North America, for the purchase of extended services warranty for one (1) ultrasound machine with serial number #1749 and related software and warranty, for use in the Monterey County Health Department Alisal Health Center clinic, retroactive to March 6, 2022 for a term through March 05, 2027, for a total contract liability of \$13,750; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
- c. Authorize the Director of Health or Assistant Director of Health or their designees to sign up to three (3) future amendments to the Agreements where the amendments do not significantly change the scope of work and do not exceed 10% (\$1,375) in the aggregate.

### 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.

Esaote North America is one of the world’s largest leading producers of medical diagnostic systems. Clinic Services first purchased the Esaote MyLabGamma model ultrasound machine in 2016 for patient diagnostic testing in the Alisal Health Center clinic. The purchase was initially made using Central California Alliance for Health equipment grant as a fixed asset purchase under Clinic Services’ product distributor account McKesson, which included an extended services warranty. Now that the original purchase warranty has expired, a separate agreement to continue extended warranty services

and software updates for the existing machine is required.

The Board of Supervisors approved similar Agreements with Esaote on September 15, 2020 for the Laurel Family Practice clinics which differed by the unique machine serial numbers per Agreement. Approval of this recommendation will allow extended warranty coverage to continue for the ultrasound machine's parts repairs, loaners and replacements for the machines, technical support, remote diagnostics and software updates.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 2. Enhance community health and safety through prevention. It also supports one or more of the ten essential public health services, specifically: 2. Diagnose and investigate health problems and health hazards in the community.

OTHER AGENCY INVOLVEMENT:

The office of the County Counsel has reviewed as to form.

FINANCING:

Sufficient funds are available in the FY 2022-2023 Adopted Budget for Clinic Services Bureau, Health Department (4000-HEA007). This Agreement is 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, 755-4526

Attachment:  
Agreement



# Monterey County

## Item No.37

### Board Report

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

Legistar File Number: A 22-426

August 23, 2022

**Introduced:** 7/22/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health, to sign a Quotation Purchase Agreement (“Agreement”) with Esaote North America, for the purchase of extended services warranty for one (1) ultrasound machine with serial number #1749 and related software and warranty, for use in the Monterey County Health Department Alisal Health Center clinic, retroactive to March 6, 2022 for a term through March 05, 2027, for a total contract liability of \$13,750; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
- c. Authorize the Director of Health or Assistant Director of Health or their designees to sign up to three (3) future amendments to the Agreements where the amendments do not significantly change the scope of work and do not exceed 10% (\$1,375) in the aggregate.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health, to sign a Quotation Purchase Agreement (“Agreement”) with Esaote North America, for the purchase of extended services warranty for one (1) ultrasound machine with serial number #1749 and related software and warranty, for use in the Monterey County Health Department Alisal Health Center clinic, retroactive to March 6, 2022 for a term through March 05, 2027, for a total contract liability of \$13,750; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
- c. Authorize the Director of Health or Assistant Director of Health or their designees to sign up to three (3) future amendments to the Agreements where the amendments do not significantly change the scope of work and do not exceed 10% (\$1,375) in the aggregate.

#### 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.

Esaote North America is one of the world’s largest leading producers of medical diagnostic systems. Clinic Services first purchased the Esaote MyLabGamma model ultrasound machine in 2016 for patient diagnostic testing in the Alisal Health Center clinic. The purchase was initially made using Central California Alliance for Health equipment grant as a fixed asset purchase under Clinic Services’ product distributor account McKesson, which included an extended services warranty. Now that the original purchase warranty has expired, a separate agreement to continue extended warranty services

and software updates for the existing machine is required.

The Board of Supervisors approved similar Agreements with Esaote on September 15, 2020 for the Laurel Family Practice clinics which differed by the unique machine serial numbers per Agreement. Approval of this recommendation will allow extended warranty coverage to continue for the ultrasound machine's parts repairs, loaners and replacements for the machines, technical support, remote diagnostics and software updates.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 2. Enhance community health and safety through prevention. It also supports one or more of the ten essential public health services, specifically: 2. Diagnose and investigate health problems and health hazards in the community.

OTHER AGENCY INVOLVEMENT:

The office of the County Counsel has reviewed as to form.

FINANCING:

Sufficient funds are available in the FY 2022-2023 Adopted Budget for Clinic Services Bureau, Health Department (4000-HEA007). This Agreement is 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

Legistar File Number: A 22-426

---

Approved by:

DocuSigned by:  


Date: 8/17/2022 | 10:47 AM PDT

C7A30BA59CA8423  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreement



**Description of Services:**

EsoteCare SILVER

- Esote Certified Parts for system, peripheral and transducers includes freight charges
- Technical phone support from 8am - 5pm EST, (800) 428-7378
- Remote diagnostics & servicing when available
- Provides delivery of loaner system
- Software Updates (hardware not included)
- \* Loaner available for MyLab One, Alpha, Five, 25Gold, 30 Gold, Gamma, Delta, Omega, Sigma

Contract Excludes:

- On-site labor & travel for system repairs
- Accidental damage and theft
- Biopsy guides and accessories
- Replacement batteries
- Preventative Maintenance visits not included

**Description of Equipment Covered:**

Product	Serial Number	PM Visits Per Year	Unit Price	Discount	Total Price
MyLabGamma US SYSTEM	1749		\$2,750.00		\$13,750.00
HEIGHT-ADJUSTABLE TROLLEY MyLabAlpha/Gam	4881		Included		Included
AC2541 - CA 8-1 Convex Probe	5359		Included		Included
<b>Grand total (excluding taxes)</b>					\$13,750.00 (USD) plus taxes

**Select Payment Option**

Select payment option by initialing below Total

- Annual Option \_\_\_\_\_ ← initial      Annual Agreement: \$2,750.00 plus taxes (if applicable)
- Quarterly Option \_\_\_\_\_ ← initial      Quarterly Basis: \$721.88 per quarter plus taxes (includes 5.00% finance fee)
- In Full Option \_\_\_\_\_ ← initial      Full Agreement \$13,750.00 plus taxes (if applicable)

Invoices will be sent approximately 30 days prior to the end of the warranty period or start of contract.

## SERVICE TERMS &amp; CONDITIONS

KS

**1. Payment Terms:** (a) At the commencement of each twelve (12) month period covered by this Agreement ("Agreement Year"), Customer agrees to pay for that Agreement Year the full amount for the selected coverage ("Coverage Price") as initially set forth on the cover page or Coverage Price as adjusted in accordance with paragraph b below.; ~~(b) Esaote North America, Inc. ("Esaote") shall invoice Customer according to the terms specified on the front of this Agreement, and invoices shall be due within thirty (30) days of invoice date. Invoices not paid when due shall be subject to a late charge equal to 1 1/2% of the amount of invoice per month, or the highest lawful rate which may be charged to Customer, whichever is less.; (c) Customer shall also pay reasonable fees and expenses (including attorney's fees and expenses) incurred by Esaote in the collection of any amounts due from Customer to Esaote; (d) Customer shall be responsible for all federal, state and local taxes applicable to this Agreement.; (e) All prices for parts are F.O.B. Esaote's facility currently located at the address listed at the beginning of this Agreement.~~

KS

**2. Repair Service:** (a) To the extent covered by this Agreement, following a request for repair service by Customer, if deemed necessary by Esaote, an Esaote Field Service Engineer will travel to the site of the equipment covered by this Agreement (hereafter "Equipment") and perform such repairs, adjustments and replacement of the Equipment or parts of the Equipment as are necessary to cause the Equipment to function in accordance with the manufacturer's specifications for the Equipment, or Equipment may be shipped to Esaote for repair if covered under the factory mail in program. Service covered under this Agreement shall be performed between the hours of 8:00am to 5:00pm, Monday through Friday, but not on National holidays. Arrangements can be made for weekend or evening service; however such services shall be charged at Esaote's after hour billable rates. If at any time after arrival at Customer's facilities, Esaote service representatives are unable to proceed with repair service due to delays caused by Customer, Esaote shall charge Customer for labor and travel expenses resulting from such delays at Esaote's current rates. (b) Customer acknowledges that Esaote's obligations for repair service are on an as-needed basis and that there may be periods of time during the term of this Agreement when no service is actually needed by Customer. (c) Esaote is not responsible for any loss of stored data that may occur when your product is being repaired. Customer is responsible for backing up all data stored on a system and removing it from the system prior to any repairs by Esaote.

**3. Preventive Maintenance:** To the extent covered by this Agreement, (a) Esaote Field Service Engineer will schedule a visit with the Customer to perform the preventive maintenance service specified in this agreement, at which time he/she will inspect, analyze, adjust, repair and/or, unless this Agreement is for labor only, replace parts as necessary to cause the Equipment to function in accordance with the manufacture's specifications for the Equipment.

**4. Access to Equipment:** Customer agrees to provide Esaote Field Service Engineers free and safe access to the Equipment, as well as a safe and workable space in which to perform any necessary repairs.

**5. Replacement Parts:** (a) Esaote will repair or, at its option, replace using new or reconditioned parts and/or assemblies, all Equipment parts, and assemblies which are covered in this Agreement. Esaote reserves the right to perform such repair at Customer's site or at a Esaote facility. (b) If Esaote decides to ship to Customer replacement Equipment parts, Customer shall return any replaced Equipment part to Esaote within seven (7) days of receiving any replacement part. Such replacement parts shall belong to Esaote. Customer must follow the procedures contained in paragraph 5 (d) if returning any equipment parts. (c) Should Customer fail to return the replaced Equipment part within the time specified in paragraph 5 (b), Esaote may either invoice Customer for such equipment at full list price or charge customer a reasonable daily rental, at Esaote's option. Such invoice shall be due upon receipt by Customer. Invoice charges not paid when due shall be subject to the same late charges and collection fees set forth in paragraph 1. (d) All Equipment or Equipment parts returned to Esaote for any reason must be accompanied by a Return Material Authorization ("RMA") number. Esaote will have no obligation to accept the Equipment or Equipment part from the freight carrier without an RMA.

**6. Limitations on Esaote's Service Obligations:** (a) Esaote shall not be required to service hereunder any Equipment: (i) where the Equipment has been serviced or modified by persons other than authorized Esaote personnel without Esaote's prior written approval; (ii) where the Equipment has been accidentally damaged, misused, abused, neglected, tampered with or subjected to unusual or abnormal electrical or mechanical stress; (iii) where the Equipment has been interconnected with other Equipment or accessories not expressly provided for in the operator's manual; (iv) where the Equipment has not been maintained by Customer according to Esaote specifications; or (v) where the Equipment has been damaged by fire, flood, water, storm, wind, lightning, or damage from natural causes. (b) Esaote shall not service hereunder any products not listed as Equipment on the quote or contract.

This includes ECG cable and lead wires and supplies, consumables, lamps, fuses, and finish. Further, Esaote shall not make service calls (repair service) except to the extent as agreed to herein. (c) Esaote's obligations under this Agreement do not constitute a warranty of any kind and Esaote specifically disclaims all warranties on its service and replacement parts, both expressed or implied, including, but not limited to, any implied warranty of merchantability, any implied warranty of fitness for a particular purpose, and any warranty of title against infringement. (d) Upon termination of this Agreement, Esaote shall have no further obligation or liability with respect to the Equipment or its operation and use.

**7. Termination:** Customer may terminate this Agreement without cause, with sixty (60) days prior written notice to Esaote. Customer is entitled to a refund of the portion of Coverage Price, if any, for the unexpired term of the Agreement Year, from the effective date of the termination until the end of the Agreement Year, calculated on a pro rata basis less a 20% cancellation fee. ~~Esaote has the right to terminate this agreement without cause, with written notice to Customer. If Customer fails to make its payments timely or otherwise defaults in its obligations under this Agreement, Esaote has the right to terminate this Agreement immediately and without prior notice. In such event, Customer shall not be entitled to any refund, but is responsible for any outstanding balance.~~

KS

KS

**8. Indemnity:** ~~Esaote shall not be liable for, and Customer hereby indemnifies and hold Esaote, its officers, directors, employees and agents harmless from, any and all claims, costs, penalties, fees, losses or damages, direct or consequential, to Customer, its officers, directors, employees, agents and third parties which may arise out of or in connection with: (a) this Agreement; (b) any services performed or parts supplied hereunder; (c) any breach of this Agreement or (d) any delay in maintenance services under this Agreement; provided however, that such indemnification shall not apply to any property damage at Customer's site caused solely by the negligence of Esaote or its employees.~~

KS

KS

**9. Exclusions:** (a) If Esaote determines that repair service is required as a result of Customer abuse of Equipment (as determined by an authorized Esaote Field Service Engineer), and Customer requests service for such Equipment, Customer acknowledges that Esaote will charge Customer for such service as its standard billing rates then in effect and Customer agrees to pay such rates as requested. (b) This Agreement shall be assignable by Esaote. This agreement shall be assignable by Customer, provided; (i) Esaote agrees to such transfer in writing; (ii) Customer is not in default under this Agreement; and (iii) Customer pays to Esaote a five hundred dollar (\$500.00) transfer fee. ~~(c) This Agreement shall be construed and enforced in accordance with the laws of the state of Indiana.~~

KS

KS

**10. Complete Statement:** This Agreement contains the entire, complete and exclusive Agreement between the parties with respect to servicing the Equipment. Esaote's acceptance hereof is not an acceptance or written confirmation of any offer to order submitted by the Customer other than that made in this Agreement, and any terms and conditions of any such offer or order submitted by Customer in addition to or contrary to the terms and conditions of this Agreement are rejected and shall be given no force or effect. Neither party is relying on any such statement or order. This Agreement may not be modified except by a subsequent writing signed and agreed to by Esaote and Customer.

**11. Software Maintenance Coverage:** Software maintenance includes updates to software version purchased. Software upgrades, when and if available, provide improvements, enhancements, and corrections that enable the software to perform in accordance with the product specifications as defined at the time of equipment purchase. Software upgrades are offered at the sole discretion of Esaote North America. Software upgrades do not include any new software features or new hardware, if additional hardware is required to run the upgrade. If the Equipment and Software Service Agreement is not opted for prior to the expiration of the initial twelve (12) month warranty period, the purchaser will be required to purchase the individual software version(s) for each software upgrade necessary to obtain the latest released software version before purchasing the Equipment and Software Service Agreement including upgrades. Unless safety related, software upgrades will be performed during service repair visit. Technical telephone support will be provided during regular business hours excluding holidays. Remote diagnostics are included for systems that have remote connectivity over the internet.

**ADDENDUM 1**

to Equipment and Software Service Agreement (“Agreement”)  
by and between Esaote North America (“Esaote”), and County of Monterey, on behalf of its  
Health Department (“County” or “Customer”)

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between Esaote 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, Esaote and County agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

**Under Section 1. PAYMENT TERMS:**

Paragraphs (b) and (c) are deleted in their entirety and replaced with the following:

Esaote North America, Inc. (“Esaote”) shall invoice the County according to the terms specified in this Agreement, and the County shall pay the invoice within 30 days from the time the County Auditor-Controller receives the invoice.

**Under Section 7. TERMINATION:**

The following paragraphs is revised to add the **underlined, bolded text** as follows:

Customer may terminate this Agreement without cause, with sixty (60) days prior written notice to Esaote. Customer is entitled to a refund of the portion of Coverage Price, if any, for the unexpired term of the Agreement Year, from the effective date of the termination until the end of the Agreement Year, calculated on a pro rata basis less a 20% cancellation fee. Esaote has the right to terminate this agreement without cause, with **sixty (60) days prior** written notice to Customer. If Customer fails to make its payments timely or otherwise defaults in its obligations under this Agreement, Esaote has the right to terminate this Agreement immediately and without prior notice. In such event, Customer shall not be entitled to any refund, but is responsible for any outstanding balance.

**Under Section 8. INDEMNITY:**

Section 8. is deleted in its entirety and replaced with the following mutual indemnification:

8. Indemnity.

- a. Esaote shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by Esaote and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Esaote shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Esaote is obligated to indemnify, defend and hold harmless the County under this Agreement.
- b. The County shall indemnify, defend, and hold harmless Esaote, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of Esaote and/or its officers, agents, employees and subcontractors. The County shall reimburse Esaote 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 Esaote under this Agreement.
- c. Esaote will defend, at its expense, any action brought against Customer, to the extent that such action is based on a claim of infringement of any U.S. patent, trade secret, or copyright resulting from the use by Customer as permitted hereunder of the services "(Services)" provided by Esaote and as made accessible to Customer by Esaote ("Infringement"), and Esaote shall pay all damages and costs awarded against Customer which are attributable to such Infringement, provided that Esaote is promptly informed in writing and furnished a copy of each communication, notice or other action relating to the alleged Infringement and is given authority, information and assistance necessary to defend or settle such claim; provided, however, that Esaote shall have no liability hereunder to the extent any such claim arises out of Customer's (i) access to or use of the Services other than in accordance with the terms of this Agreement, or (ii) access to or use of the Services with software or equipment not provided to Customer by Esaote or specified by Esaote as required to use the Services.
- d. In the event an infringement claim is made, Esaote shall have the right, in its sole discretion, to either (i) procure a right for Customer to continue accessing and using the allegedly infringing Services in accordance with the terms of this Agreement, (ii) replace or modify all or any portion of the Services to avoid or mitigate any infringement, without loss of material functionality or performance, or (iii) terminate the applicable Services provided hereunder, and refund to Customer a pro rata portion of the prepaid annual fee paid for the month in which this Agreement is so terminated. Esaote shall furnish one of the foregoing remedies within forty-five (45) days of notice of the claim. The foregoing and the indemnification above shall constitute Esaote's sole and exclusive obligation and Customer's sole and exclusive remedy for any infringement by the Services or Customer's use thereof of any third party Intellectual Property Rights.

- e. To receive these indemnities, the party seeking indemnification must promptly notify the other party in writing of such a claim and provide reasonable cooperation (at the indemnifying party's expense) and tender full authority (consistent with its duties under this section and subject to Customer's rights below) to defend or settle such claim. Neither party has any obligation to indemnify the indemnified party in connection with any settlement made by the indemnified party without the indemnifying party's written consent. The indemnified party has the right to participate at its own expense and with its own legal representation. Under no circumstances will any stipulated judgement or settlement purport to bind Customer or impose any financial obligation on Customer without Customer's prior written authorization.

**Under Section 9. EXCLUSIONS:**

Paragraph (c) is revised as follows:

(c.) This Agreement shall be construed and enforced in accordance with the laws of the State of **California**.

**The following Insurance Section is hereby added to this Agreement:**

**12. INSURANCE REQUIREMENTS.**

- A. **Evidence of Coverage.** Prior to commencement of this Agreement, Esaote 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, Esaote 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. Esaote 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 Esaote.
- 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 Esaote duty to indemnify, Esaote 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, 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.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Workers Compensation Insurance, if Esaote 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.

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 Esaote 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 Esaote 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 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 Esaote'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 Insured shall not be called upon to contribute to a loss covered by Esaote'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, Esaote shall file certificates of insurance with the County's contract administrator and the County's Contracts/Purchasing Office, showing that Esaote has in effect the insurance required by this Agreement. Esaote 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.

Esaote 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, Esaote shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by Esaote to maintain such insurance coverage is a breach of this Agreement, which entitles County, at its sole and absolute discretion, to terminate this Agreement immediately.

**COUNTY OF MONTEREY (Customer)**

**ESAOTE NORTH AMERICA, INC.**

Authorized Signature:

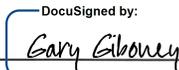
Authorized Signature:



By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Title of Signer)

By:     CFO     Date:     5/6/22      
(Title of Signer)

Approved as to Fiscal Provisions:

By:  Date:     7/21/2022 | 4:09 PM PDT      
Auditor-Controller

Approved as to Legal Form:

By:  Date:     7/21/2022 | 3:59 PM PDT      
County Counsel



# Monterey County

**Item No.40**

## Board Report

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

**Legistar File Number: A 22-428**

**August 23, 2022**

**Introduced:** 7/25/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Substance Use Disorder Treatment Services Agreement A-15296 between the County of Monterey and Community Human Services retroactive to July 1, 2021 for the provision of alcohol and drug recovery services adding \$81,109 in Fiscal Year (FY) 2021-22 and \$436,974 in FY 2022-23, for a new total Agreement amount not to exceed \$8,811,899 for a term of July 1, 2021 through June 30, 2023.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Substance Use Disorder Treatment Services Agreement A-15296 between the County of Monterey and Community Human Services retroactive to July 1, 2021 for the provision of alcohol and drug recovery services adding \$81,109 in Fiscal Year (FY) 2021-22 and \$436,974 in FY 2022-23, for a new total Agreement amount not to exceed \$8,811,899 for a term of July 1, 2021 through June 30, 2023.

SUMMARY/DISCUSSION:

The County currently has a one-year Agreement A-15296 for a current contracted dollar amount of \$8,293,816 with Community Human Services. This Amendment is retroactive to July 1, 2021 in order to increase treatment rates and increase funding for services provided in FY 2021-22 and for additional services to be provided in FY 2022-23. This Amendment provides CHS with funding to meet their cost of doing business in FYs 2021-23 and continue to provide much needed substance abuse treatment services such as: Medication Assisted Treatment include methadone dosing, Outpatient group and individual therapy for adults and Residential Services for women and men including case management and Recovery Services. This Amendment No. 2 is retroactive to July 1, 2022 due to prolonged contract negotiations.

This work supports the Monterey County Health Department 2018-2022 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 provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by 48% Federal Substance Abuse Block Grant (SABG), 34% Drug Medi-Cal, and 18% AB109 funding. The funds for FY 2021-22 are included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2021-22 Adopted Budget. The funds for FY 2022-23 have been included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Approval of this action has no impact on the County General Fund.

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: Rose Moreno, Management Analyst, 755-4716

Approved by:

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

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No. 2

Amendment No. 1

Agreement





# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-428**

**August 23, 2022**

**Introduced:** 7/25/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Substance Use Disorder Treatment Services Agreement A-15296 between the County of Monterey and Community Human Services retroactive to July 1, 2021 for the provision of alcohol and drug recovery services adding \$81,109 in Fiscal Year (FY) 2021-22 and \$436,974 in FY 2022-23, for a new total Agreement amount not to exceed \$8,811,899 for a term of July 1, 2021 through June 30, 2023.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Substance Use Disorder Treatment Services Agreement A-15296 between the County of Monterey and Community Human Services retroactive to July 1, 2021 for the provision of alcohol and drug recovery services adding \$81,109 in Fiscal Year (FY) 2021-22 and \$436,974 in FY 2022-23, for a new total Agreement amount not to exceed \$8,811,899 for a term of July 1, 2021 through June 30, 2023.

**SUMMARY/DISCUSSION:**

The County currently has a one-year Agreement A-15296 for a current contracted dollar amount of \$8,293,816 with Community Human Services. This Amendment is retroactive to July 1, 2021 in order to increase treatment rates and increase funding for services provided in FY 2021-22 and for additional services to be provided in FY 2022-23. This Amendment provides CHS with funding to meet their cost of doing business in FYs 2021-23 and continue to provide much needed substance abuse treatment services such as: Medication Assisted Treatment include methadone dosing, Outpatient group and individual therapy for adults and Residential Services for women and men including case management and Recovery Services. This Amendment No. 2 is retroactive to July 1, 2022 due to prolonged contract negotiations.

This work supports the Monterey County Health Department 2018-2022 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 provision of health care when otherwise unavailable.

**OTHER AGENCY INVOLVEMENT:**

The Office of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

Legistar File Number: A 22-428

FINANCING:

This Agreement is funded by 48% Federal Substance Abuse Block Grant (SABG), 34% Drug Medi-Cal, and 18% AB109 funding. The funds for FY 2021-22 are included in the Health Department’s Behavioral Health Bureau (HEA012, Unit 8410) FY 2021-22 Adopted Budget. The funds for FY 2022-23 have been included in the Health Department’s Behavioral Health Bureau (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Approval of this action has no impact on the County General Fund.

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: Rose Moreno, Management Analyst, 755-4716

Approved by:

DocuSigned by:  
  
 Date: 8/3/2022 | 11:33 AM PDT  
 C7A30BA59CA8423...  
 Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No. 2

Amendment No. 1

Agreement

**AMENDMENT NO. 2  
TO SUBSTANCE USE DISORDER SERVICES CONTRACT AGREEMENT A-15296  
BY AND BETWEEN  
COUNTY OF MONTEREY AND COMMUNITY HUMAN SERVICES**

**This AMENDMENT NO. 2** to Agreement A-15296 is made by and between the County of Monterey, hereinafter referred to as “COUNTY,” and **Community Human Services**, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-15296 dated June 15, 2021 (Agreement), Amendment No. 1 dated July 1, 2021 and;

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the Agreement as specified below:

1. Increase rates and funding for Substance Use Disorder Treatment Services for FYs 2021-23.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A-1: PROGRAM DESCRIPTION is replaced by EXHIBIT A-2: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-1: PAYMENT PROVISIONS is replaced by EXHIBIT B-2: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-15296 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment increases the original Agreement amount by **\$518,083** for a new agreement amount of **\$8,811,899**.
5. This Amendment No. 2 is effective July 1, 2021.
6. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 15, 2021.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Agreement A-15296 as of the date and year written below:

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Elsa M. Jimenez, Director of Health

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

Approved as to Form \_\_\_\_\_  
DocuSigned by:  
*Marina Pantchenko*  
65EE9F1502BD412...

By: \_\_\_\_\_  
Marina Pantchenko, Deputy County Counsel  
Date: 7/15/2022 | 9:32 AM PDT

Approved as to Fiscal Provisions \_\_\_\_\_  
DocuSigned by:  
*Gary Giboney*  
B3834BFEC1D8440...

By: \_\_\_\_\_  
Gary Giboney, Chief Deputy Auditor/Controller  
Date: 7/15/2022 | 9:37 AM PDT

Approved as to Liability Provisions \_\_\_\_\_  
By: \_\_\_\_\_  
Les Girard, Risk Management  
Date: \_\_\_\_\_

Contractor\* \_\_\_\_\_  
DocuSigned by:

By: \_\_\_\_\_  
*Robin McCrae*  
67F0E5A2E2FB4D7...

Robin McCrae, Executive Director  
Date: 7/13/2022 | 4:48 PM PDT

By: \_\_\_\_\_  
DocuSigned by:  
*Sharon Lagana*  
6879036352584CC

Sharon Lagana, CFO\*  
Date: 7/13/2022 | 4:47 PM PDT

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with 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 an officer 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

**EXHIBIT A-2:  
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

---

**PROGRAM 1: RESIDENTIAL/INPATIENT SERVICES (ASAM Level 3)**

**Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.  
Business Hours- Mon-Fri, 8am to 5pm.

**Program Description**

1. Short term (length of treatment varies by individual, approximately 1-3 months), highly structured residential drug treatment for up to 28 adults. Priority admission is given to intravenous drug users and HIV+ individuals. Residential drug treatment services include:
  - Room and board with 24-hour staff supervision
  - Comprehensive substance abuse assessment
  - Abridged mental health status exam
  - Individualized treatment plan
  - Medically supervised detoxification/withdrawal
  - Random drug testing
  - Ongoing, basic medical services, including initial examination
  - Group counseling (5 times/week, facilitated by counseling staff)
  - Individual counseling (minimum, 1 time/week, facilitated by counseling staff)
  - Family counseling (by appointment, facilitated by counseling staff)
  - Introduction to 12-step recovery programs/peer support groups
  - On-site AA and NA meetings (2 per week)
  - Substance abuse education
  - Relapse prevention
  - Discharge and Aftercare planning
  - Case management
  - Transportation
  - Referrals/linkages to other community services
  - Continuing Care Group (weekly, facilitated by counseling staff)
  
2. Residential Drug Treatment is structured in three (3) phases:
 

Phase I – Threshold (2 weeks):

Short term detoxification and stabilization coinciding with “black out period” (no unauthorized visitors/communications allowed). The goals are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one’s own recovery. Residents are

admitted to Threshold upon entry to the program. Relapse prevention begins in Threshold and continues in Phase II and Phase III.

Phase II - Core (4 weeks):

The goals of the Core Program are continued abstinence, work on treatment plan, processing of basic feelings and issues, active involvement in one's own recovery, including attendance at 12-step meetings and obtaining a sponsor. Residents begin to clarify values. Legal, financial and familial responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (6 weeks):

The goal of Re-Entry is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

### **ASAM Service Levels**

CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

### **ASAM Service Level Description**

Residential Treatment (American Society of Addiction Medicine Level 3) is a non-institutional, 24-hour non- medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when

determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

These services are intended to be individualized to treat the functional deficits identified in the American Society of Addiction Medicine Criteria (ASAM). In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. Providers and residents work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

**The Components of Residential Treatment Services are:**

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and the patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem,
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment returns or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Length of Stay**

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a “short-term resident” of the residential facility. The length of residential services ranges from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. The average length of stay for residential services is 30 days. Residential Services for Adults- Residential services for adults may be authorized for up to 90 days in one continuous period. One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days). Peri-natal clients may receive a longer length of stay for residential services based on medical necessity. Criminal justice offenders may receive a longer length of stay for residential services if assessed for need (e.g. up to 6 months).

### **Assessment, Referral and Admission**

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services. The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete

intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

The provider shall assure a counselor or LPHA completes a personal, medical and substance use history for each beneficiary upon admission to treatment. Assessment for all beneficiaries shall include at a minimum: Drug/Alcohol use history, medical history, family history, psychiatric/psychological history, social/recreational history, financial status history, educational history, employment history, criminal history, legal status, and previous substance use treatment history. The medical director or LPHA shall review each beneficiary's personal, medical and substance use history if assessment is completed by a counselor.

The provider shall include in its' policies, procedures, and practice, written admission and readmission criteria for determining beneficiary's eligibility and the medical necessity for treatment. These criteria shall include at minimum: DSM diagnosis, use of alcohol/drugs of abuse, physical health status, and documentation of social and psychological problems.

Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment.

### **Admission Criteria for Residential Treatment/Withdrawal Management Services**

1. Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
2. CONTRACTOR shall give admission priority to pregnant women HIV+ and IV drug users.
3. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
  - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - a. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
  - b. Be free from communicable diseases which require reporting by Title 17, California Administrative Code, Section 2500.
4. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
5. No person shall be admitted who, on the basis of staff judgment:
  - a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or
  - b. Requires an immediate medical evaluation or care by a licensed physician.

If a client meets the aforementioned criteria for admission into residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services, CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

### **Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis House is licensed for 36 beds: 28 co-ed residential drug treatment beds and 8 perinatal residential drug treatment beds.
2. Provide the following estimated residential services and bed days per Fiscal Year (FY) to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

<b>FY 2020-21</b>	<b>UOS per FY</b>
Residential Services (3.1)	5,370
Residential (3.1) Board and Care	5,370
Residential Services (3.5)	1,330
Residential (3.5) Board and Care	1,330
Residential Service-Case Management (3.1, 3.2, 3.5 and Peri)	54,900 (mins)

<b>FY 2022-23</b>	<b>UOS per FY</b>
Residential Services (3.1)	5,907
Residential (3.1) Board and Care	5,907
Residential Services (3.5)	1,463
Residential (3.5) Board and Care	1,463
Residential Service-Case Management (3.1, 3.2, 3.5 and Peri)	56,408 (mins)

### **Target Population**

Monterey COUNTY men and women, age 18 years or older with primary addiction to drug(s). Intravenous drug users and HIV+ clients will receive priority admission.

### **Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the COUNTY

CHS Amendment No. 2 to SUD Agreement A-15296

FY 2021-23

9 | Page

Behavioral Health Services Director. Services will not be denied because of an individual’s inability to pay.

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 2: PERINATAL RESIDENTIAL DRUG TREATMENT**

**Program Location**

1140 Sonoma Avenue Seaside, CA 93955	1146 Sonoma Avenue Seaside, CA 93955	1152 Sonoma Avenue Seaside, CA 93955
---	---	---

**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.

**Program Description**

1. Long term (approximately 3 – 9 months, depending on medical necessity) highly structured residential drug treatment for perinatal women. Up to six (6) children (age birth to 5) may reside with their mothers in treatment.
2. Perinatal residential drug treatment is designed to provide up to nine (9) months of unique services to the women and children in the program. Perinatal residential drug treatment services include on-site childcare, coordination of prenatal, postpartum and well-baby medical care, parenting education, nutritional counseling and family planning, in addition to all the services listed under Program 1: Residential/Inpatient Services.

**ASAM Service Levels**

CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-

occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

### **ASAM Service Level Description**

Residential Treatment (American Society of Addiction Medicine Level 3) is a non-institutional, 24-hour non- medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

These services are intended to be individualized to treat the functional deficits identified in the American Society of Addiction Medicine Criteria (ASAM). In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. Providers and residents work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Perinatal Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy, Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services. The definitions for these components are outlined in pages 4-7, Program 1: Residential/Inpatient Services.

### **Length of Stay**

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a "short-term resident" of the residential facility. The length of residential services range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. The average length of stay for residential services is 30 days. Residential Services for Adults- Residential services for adults may be authorized for up to 90 days in one continuous period. One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days) Peri-natal clients may receive a longer

length of stay for residential services based on medical necessity. Criminal justice offenders may receive a longer length of stay for residential services if assessed for need (e.g. up to 6 months).

### **Assessment, Referral and Admission**

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the DSM and ASAM Criteria to ensure that the client meets the requirements for residential services. The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are

handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

### **Admission Criteria for Perinatal Residential Treatment/Withdrawal Management Services**

- 1 Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
- 2 To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
  - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
  - c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500.
3. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
4. No person shall be admitted who, on the basis of staff judgment:
  - a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or
  - b. Requires an immediate medical evaluation or care by a licensed physician.

If a client meets the aforementioned criteria for admission into perinatal residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services, CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

### **Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis Residential Center is licensed for 8 perinatal residential drug treatment beds.
2. Contracted Capacity and Estimated Occupancy:  
Provide the following estimated residential services and bed days to continuously enrolled Perinatal Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

<b>FY 2021-22</b>	<b>UOS per FY</b>
Perinatal Residential	145
Perinatal Residential Board and Care	145

<b>FY 2022-23</b>	<b>UOS per FY</b>
Perinatal Residential	220
Perinatal Residential Board and Care	220

### **Target Population**

Pregnant and parenting women who are residents of Monterey COUNTY and age 18 years or older with primary addiction to drug(s). Priority admission is given to pregnant women, intravenous drug users and HIV+ women.

### **Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the COUNTY Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay

### **Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

### **PROGRAM 3: Withdrawal Management (ASAM Level 3.2-WM)**

#### **Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

#### **Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.

#### **ASAM Service Level**

CONTRACTOR will provide Level 3.2 WM: Clinically Managed Residential Withdrawal Management Services in a DHCS licensed Residential Facility with Detox Certification consisting of 24-hour structure and clinically managed support with medical evaluation and consultation services available 24 hours a day. This treatment setting has a primary focus on serving individuals who are experiencing moderate withdrawal symptoms but need 24-hour supervision and support to complete withdrawal management and increase likelihood of continuing treatment or recovery.

---

CHS Amendment No. 2 to SUD Agreement A-15296

FY 2021-23

14 | Page

**ASAM Service Level Description**

Withdrawal Management services are provided in a continuum of WM services as per the five levels of WM in the ASAM Criteria when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized client plan. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process. Medically necessary habilitative and rehabilitative services are provided in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber, and approved and authorized according to the state of California requirements

CONTRACTOR will provide Drug Medi-Cal Withdrawal Management services to beneficiaries at a facility that is licensed by DHCS, maintained and operated to provide 24-hour, residential, non-medical, withdrawal management services. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be staffed by appropriately credentialed personnel who are trained and competent to implement physician approved protocols for patient observation and supervision, determination of appropriate level of care, and facilitation of the patients transition to continuing care. All services provided to clients are bi-lingual English/Spanish.

**Withdrawal Management Services will include the following components:**

1. Intake and assessment including the diagnosis of substance use disorders and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
2. Observation: The process of monitoring the beneficiary's course of withdrawal, to be conducted as frequently as deemed appropriate for the beneficiary and the level of care the beneficiary is receiving. This may include but is not limited to observation of the beneficiary's health status.
3. Medication Services: The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license.
4. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

**Length of Stay**

Withdrawal Management Services continue until withdrawal signs/symptoms are sufficiently resolved so that the individual can be safely managed at a lower level of care; the individuals signs/symptoms have failed to respond to this level of treatment necessitating transition to a more intensive level of Withdrawal Management treatment, or the individual is unable to complete this level of treatment, despite adequate involvement in treatment services, due to coexisting treatment variables such as significant mental health issues which would necessitate transfer to a more intense level of care and/or involvement in additional clinical services to concurrently address mental health symptoms.

### **Assessment, Referral and Admission**

Individuals requesting Residential Withdrawal Management Services may have an ASAM assessment completed by the Behavioral Health Bureau or CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential withdrawal management treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

### **Service Objectives**

1. **In FY 2021-22**, an estimated **1,252** 3.2 WM: Clinically Managed Residential Withdrawal Management services and **1,252** 3.2 WM board and care days will be provided to approximately **85** clients. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

**In FY 2022-23**, an estimated **1,378** 3.2 WM: Clinically Managed Residential Withdrawal Management services and **1,378** 3.2 WM board and care days will be provided to

approximately **85** clients. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

2. At the time of discharge from withdrawal management services, **100%** of the residents' withdrawal signs and symptoms will be sufficiently resolved so that the resident can be safely managed at less intensive level of care such as residential or outpatient treatment services.
3. At the time of discharge from withdrawal management services, **80%** of the residents will be referred/linked to essential supportive/recovery services so that they may successfully reenter into the community.
4. Program staff providing services will be trained in the use of Evidence Based Practices (EBPs) including but not limited to two EBPs such as: Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

**Target Population**

The program is designed for men and women, 18 years and older who are in need of residential withdrawal management services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community. CONTRACTOR shall give admission priority to pregnant women, HIV+ and IV drug users.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

**Designated Program Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-6383

**PROGRAM 4: OPIOID (NARCOTIC) TREATMENT PROGRAM (ASAM OTP Level 1)**

**Program Location**

1083 South Main Street  
Salinas, CA 93901

**Hours of Operation**

Weekdays: 6am-2:30pm  
Weekends and Holidays: 7am-9:30am (dosing only)

**Program Description**

CONTRACTOR will provide Narcotic Treatment Program services, including the provision of methadone, buprenorphine, disulfiram and/or naloxone as prescribed by a physician, to Beneficiaries to alleviate the symptoms of withdrawal from narcotics; and other activities and services provided in compliance with CCR, Title 9, Division 4, Chapter 4, beginning with §10000. CONTRACTOR's physician determines continued participation in the maintenance program.

**ASAM Service Level Description**

Contractor will provide Drug Medi-Cal Opioid (Narcotic) Treatment Services to COUNTY beneficiaries in a State Department of Health Care Services licensed OTP facility. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber and approved and authorized according to the State of California requirements. NTPs/OTPs are required to offer and prescribe medications to patients covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone and disulfiram. A patient must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided based on medical necessity.

**The Components of Opioid (Narcotic) Treatment Programs are:**

Intake: The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by

staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed.
- Goals to be reached which address each problem.
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals.
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Medical Psychotherapy: Type of counseling services consisting of a face- to- face discussion conducted by the Medical Director of the NTP/OTP on a one- on-one basis with the patient.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment returns or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Admission Criteria**

1. Client must be age 18 years or older (proof of birth date required).
2. Client must agree to provide a urine test that substantiates addiction to heroin or opiate like substances.

3. Client must have been assessed a medical judgment for physiologic dependence of approximately most of one year (6 months + 1 day) prior to admission date
4. Penal documentation - Client who have resided in a penal institution for one month or more - must be admitted within 6 months after discharge - without being in withdrawal but must be eligible prior to incarceration.
5. Must have laboratory tests for Tuberculosis and Syphilis.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed. CONTRACTOR shall give admission priority to pregnant women, HIV + and IV drug users.

If a client meets the aforementioned criteria for admission to narcotic treatment program services and the CONTRACTOR does not have available capacity, CONTRACTOR shall refer the client to another NTP program within the COUNTY DMC-ODS Service Provider Network that offer the same level of NTP services.

### **Service Objectives**

1. Operate and maintain a State licensed, Drug/Medi-Cal certified outpatient narcotic treatment program in accordance with all applicable State and Federal laws.
2. Provide the estimated Narcotic Treatment Program (NTP) units of service per FY 2021-23 as specified in the table below to those individuals continuously enrolled in the program.

<b>Program 4</b>	<b>UOS FY 2021-22</b>	<b>UOS FY 2022-23</b>
NTP Methadone Dosing (DMC)	67,822	68,050
NTP Methadone Dosing (DMC)- Peri	720	1,134
NTP Individual Counseling (DMC)	242,895	237,884
NTP Group Counseling (DMC)	0	2,741
NTP Individual Counseling (DMC)- Peri	3,700	8,285
NTP Group Counseling (DMC)- Peri	0	434
NTP Case Management	115,170	88,770
Disulfiram	0	841
Disulfiram Peri	0	143
Buprenorphine	647	647
Buprenorphine Peri	492	492
Narcan	27	143

CHS Amendment No. 2 to SUD Agreement A-15296

FY 2021-23

20 | Page

Narcan Peri	10	10
-------------	----	----

**Target Population**

Medi-Cal eligible adults age 18 years or older with primary addiction to heroin or other opioid addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and decrease their addiction through their participation in an opioid treatment program. Priority admission is given to pregnant, HIV+ and IV drug users.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 5: DRUG AND ALCOHOL INTERVENTION SERVICES FOR YOUTH  
PROGRAM (DAISY)**

**Target Population**

At-risk Monterey County youth and their families are the population of focus. Services are available for substance-abusing, pre-delinquent youth (including status offenders, pre-court, probation without wardship, first time offenders, etc.) who are primarily in grades 7 – 12 through the Drug and Alcohol Intervention Services for Youth program (DAISY).

**Program Description**

1. Employment of one (1) full-time bilingual/Spanish counselor, to provide counseling and case management and assess referrals for eligibility and suitability for services for qualified court-involved youths, utilizing funding from the Juvenile Justice Crime Prevention Act (JJCPA).
2. The program uses the *Seven Challenges curricula*.
3. Collaborate as necessary with other agencies involved in the Silver Star Youth Program.
4. Participate in team meetings with school, Probation, or other relevant staff, when necessary as well as attend collaborative meetings to coordinate the overall implementation of the JJCPA programs.

5. Communicate regularly with Probation regarding cash management, program implementation, records or whatever necessary to determine the effectiveness and outcomes of this project.

**Service Objectives**

In FYs 2021-22 and 2022-23, provide services for an estimated 30 clients per year, for an estimated **630** units of service per year (individual and group counseling).

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 6: OUTPATIENT SERVICES (ASAM Level 1)**

**Program Locations:**

- 1087 South Main Street, Salinas, CA 93901
- 2560 Garden Rd., Ste.201 A, Monterey, CA 93940

**Hours of Operation**

8:00 am to 5:00 pm. Monday through Friday.

**Program/ASAM Service Level Description**

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided by a licensed professional or a registered or certified counselor in any appropriate setting in the community.

CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

**Program Description**

Long term 3-4 months- structured drug and alcohol treatment program providing individual, family and group counseling and educational groups in an outpatient setting. Treatment needs are assessed at time of intake and can vary from three to five sessions per week.

***Community Human Services Outpatient Treatment Program will provide the following services:***

- Intake and Screening
- Assessment
- Medical Assessment/Physical Examination
- Individualized case management
- Group Counseling
- Individual Counseling
- Family Counseling
- Addiction and Recovery Information
- 12 Step Program facilitation
- Relapse Prevention
- Individualized Treatment Planning
- Trauma Counseling and Groups
- Communicable Illness Education
- Toxicology drug Screening
- Discharge Planning
- Referrals to community Resources

**Continuing Care Support Groups Program/ASAM Service Level Description**

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided by a licensed professional or a registered or certified counselor in any appropriate setting in the community.

CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

**The components of Outpatient Services are:**

**Intake:** The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

Individual Counseling: Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.

- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

**Discharge Services** (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

**Length of Stay**

Duration of the program is dependent upon the nature of an individual's presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention. Parenting issues and needs will also be addressed in groups focusing on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

**Assessment, Referral and Admission:**

Individuals requesting admission to the Outpatient Program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for outpatient services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome, and interpreters will be utilized as needed. Pregnant, HIV + and/or IV-drug users will receive priority admission.

**Target Population**

Men and women 18 years of age to 65 years of age who have met the diagnostic criteria in DSM V/ICD10 for a substance abuse disorder and the ASAM placement criteria. Applicants have also met the admission criteria for Community Human Services Outpatient Treatment program.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

**Service Objectives**

1. Operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service's certification standards.
2. CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients per FY:

<b>Program 6: Outpatient Services</b>	<b>UOS FY 2021-22 (Mins)</b>	<b>UOS FY 2022-23 (Mins)</b>
Outpatient Individual Counseling	132,039	151,845
Outpatient Group Counseling	22,950	26,393
Outpatient Case Management	5,740	6,601
MAT Med Support or Physician Time (IOT and ODF)	0	1,200

3. Establish an outpatient treatment program that will reduce the negative impact of substance abuse on the individual and family.
4. Establish and maintain a broad spectrum of treatment services to address the diverse treatment needs of men and women.
5. Develop and establish an outpatient program that will empower clients in the collaborative treatment plan development process by matching treatment options and decisions based on the Participant's individual needs.
6. Treatment will be easily accessible and available to all clients needing services who meet the diagnostic criteria for admission.
7. Treatment planning and case management services will address each participant's level of need for appropriate stabilization and ongoing care.

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 7: INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)**

**Program Locations**

1087 South Main Street, Salinas, CA 93901  
2560 Garden Rd., Ste.201 A, Monterey, CA 93940

**Hours of Operation**

The program will operate from 8:00 A. M. to 5:00 P. M. Monday through Friday.  
Evening Groups as needed.

**Program/ASAM Service Level Description**

Intensive Outpatient Treatment (ASAM Level 2.1) structured programming services are provided to beneficiaries (a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Lengths of treatment can be extended when determined to be medically necessary. Services consist primarily of counseling and education about addiction-related problems. Services can be provided by a licensed professional or a certified counselor in any appropriate setting in the community. Services can be provided in-person, by telephone or by telehealth.

CONTRACTOR will provide Drug Medi-Cal Intensive Outpatient Services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide intensive outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy, Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services. The definitions for these components are outlined in pages 49-50, Program 6: Outpatient Services.

**Length of Stay**

Duration of the program is dependent upon the nature of an individual’s presenting problems, current level of multidimensional instability, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends three (3) to four (4) times weekly; services consist primarily of

counseling and education about addiction-related and mental health problems. The individual's needs for psychiatric and medical treatment are determined through consultation and referrals to external support if the client remains stable and requires only maintenance monitoring. Program staff should have sufficient cross-training to understand symptoms of mental health disorders and to understand the use and effects of psychotropic medications and their effect on substance use/addictive disorders. Duration of the program averages four to six (4-6) months. Individual, Group and family Therapy is based upon motivational interviewing, enhancement, and engagement strategies to address both substance related and mental health issues that negatively impact relationships, coping skills, and sustainable recovery.

### **Assessment, Referral and Admission**

Individuals requesting admission to Intensive Outpatient Services program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether intensive outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for intensive outpatient services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome, and interpreters will be utilized as needed.

### **Target Population**

Access to the Intensive Outpatient Services program will be for eligible women and men who are self-referred and or referred by the Behavioral Health Bureau assessment staff. Outpatient services are provided to non-perinatal and perinatal beneficiaries. In general, these will be women and men who may also be involved with the Probation Department, Drug Court, or Department of Social Services CalWORKS programs. Many of these women and men are without custody of their children but are

working toward reunification with their children and need to address their alcohol or other drug abuse and mental health issues.

CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients per FY:

<b>Program 7: Intensive Outpatient Services</b>	<b>UOS FY 2021-22 (Mins)</b>	<b>UOS FY 2022-23 (Mins)</b>
Intensive Outpatient Individual Counseling	8,590	9,879
Intensive Outpatient Group Counseling	23,780	27,324
Intensive Outpatient Case Management	3,407	3,918

### **Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

### **Drug Medi-Cal Organized Delivery System Support Services**

#### **Recovery Services**

Recovery Services are important to the beneficiary's recovery and wellness. CONTRACTOR will provide Drug Medi-Cal Recovery Services in accordance with applicable State and Federal laws. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, beneficiaries will be linked to applicable recovery services. The treatment community becomes a therapeutic agent through which patients are empowered and prepared to manage their health and health care. Therefore, treatment must emphasize the patient's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients. Services are provided as medically necessary. Beneficiaries may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

The components of Recovery Services are:

- Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
- Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support, spiritual and faith- based support; vii.

---

CHS Amendment No. 2 to SUD Agreement A-15296

FY 2021-23

29 | Page

- Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.
- Assessment and Referral

Individuals requesting Recovery Services need to have completed a treatment program; service is not to be delivered to individuals who have not completed a treatment program with one of the COUNTY's DMC-ODS network providers. Referrals may be completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who are referred by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment.

**Service Objectives:** The Program will provide the following services per Fiscal Year:

1. In FY 2021-22, an estimated: **7,647 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.
2. In FY 2022-23, an estimated: **8,786 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.

**Case Management:**

The COUNTY will assist in coordinating Case Management services; CONTRACTOR will provide Drug Medi-Cal Case Management Services in accordance with applicable State and Federal laws. These services may be provided by a Licensed Practitioner of the Healing Arts or a registered or certified counselor.

Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community. Case management services include:

- Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;
- Transition to a higher or lower level SUD of care; Development and periodic revision of a client plan that includes service activities;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure beneficiary access to service and the service delivery system; Monitoring the beneficiary's progress;
- Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services, Case management shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR

Part 2, and California law.

**Assessment and Delivery of Service:**

Individuals in need of case management services are most often actively involved substance use disorder treatment or in the process of being discharged from a treatment program. This service is not defined in the ASAM criteria; assessment and delivery occurs when a beneficiary is in need of a transition to a different level of substance use disorder treatment, transition to a different level of care, advocacy services such as linkage to physical or mental health care, and determination of need for ongoing substance use disorder care and services, including case management. These services may be provided by the Behavioral Health Bureau Access Team and/or the CONTRACTOR. Units of service consist of 15-minute increments. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**Physician Consultation Services:**

Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries.

- a. Physician consultation services are to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
- b. COUNTY will contract with one or more physicians or pharmacists in order to provide consultation services. Physician consultation services can only be billed by and reimbursed to DMC providers

**Service Objectives:** The Program will provide the following services per Fiscal Year:

1. In FY 2021-22, an estimated: **0 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.
2. In FY 2022-23, an estimated: **2,432 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

**Designated Program Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-6383

(This Space Intentionally Left Blank)

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES YOUTH TREATMENT GUIDELINES**

CONTRACTORS providing youth treatment services shall comply with the requirements for youth programs as contained in “Youth Treatment Guidelines 2002” until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

**PERINATAL, CAL OMS DATA AND CAL OMS TREATMENT PROGRAM REQUIREMENTS:**

CONTRACTORS providing substance use disorder services shall fully participate in the California Outcome Measurement System (CalOMS) data collection and submission process and shall meet the timelines as established by the County. CONTRACTORS providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in “Perinatal Practice Guidelines FY 2018-19” until such time new Perinatal Services Network Guidelines are established and adopted. The Perinatal Practice Guidelines may be found on the California Department of Healthcare Services Website:

[https://www.dhcs.ca.gov/individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)

**Medicaid Managed Care Plan**

CONTRACTORS providing substance use disorder services shall comply with the requirements contained in the Medicaid Managed Care Plan. The policy may be found on the Monterey County Behavioral Health QI website at:

<http://qi.mtyhd.org/wp-content/uploads/2014/09/108-Medicaid-Managed-Care-Plan.pdf>

**Hatch Act**

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

**Byrd Anti-Lobbying Amendment (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Information Access for Individuals with Limited English Proficiency**

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

**Nondiscrimination and Institutional Safeguards for Religious Providers and Charitable Choice Reporting for SABG Funded Programs**

Contractor shall comply with applicable provisions of Charitable Choice including: Substance Abuse Prevention and Treatment Block Grant (SABG) Policy Manual, 42 Code of Federal Regulations (CFR) § 54 Charitable Choice: 42 USC 300x-65; 42, CFR Part 54 Substance Abuse Prevention and Treatment Block Grant Application Content and Procedures, 45, Code of Federal Regulations (CFR) §96.122.

(This Space Intentionally Left Blank)

**EXHIBIT B-2: PAYMENT PROVISIONS****PAYMENT TYPE**

Cost Reimbursed up to the Maximum Contract Amount.

**Non-Drug/Medi-Cal**

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A. At the end of each fiscal-year COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
2. Subject to the cost adjustment described in Section 20, COUNTY shall compensate CONTRACTOR in the following manner:
  - A. For Program 5, CONTRACTOR shall bill COUNTY one- twelfth of the annual amount, monthly, in advance on Exhibit C. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
  - B. CONTRACTOR shall develop a fee schedule in accordance with Section 14.
3. COUNTY shall pay CONTRACTOR the following rates for the following programs:

CHS					
Program		Est. Units	Rates	FY 2021-22	FY 2022-23
5	DAISY	630		\$120,182	\$105,182
<b>TOTAL PROGRAM AMOUNT</b>				<b>\$120,182</b>	<b>\$105,182</b>

**Drug/Medi-Cal**

COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community which fall within the general services as outlined in Exhibit A. The rates for Drug/Medi-Cal client services shall be an interim rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make adjustments for actual cost in accordance with the procedures set forth in Section 19 of this Agreement.

COUNTY shall compensate CONTRACTOR in the following manner:

- A. For Programs 1, 2, 3, 4, 6, 7 and Recovery services and Physician Consult, services shall be invoiced to COUNTY in arrears and on a monthly basis.
- B. CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment.

## C. COUNTY shall pay the CONTRACTOR the following rates:

Community Human Services Amendment No. 2							
PROGRAMS		Est. Units FY 2021-22	Est. Units FY 2022-23	Rates FY 2021-22	Rates FY 2022-23	Amounts FY 2021-22	Amounts FY 2022-23
1	*Residential (3.1)	5,370	5,907	\$122.48	\$126.28	\$ 657,718	\$ 745,936
1	*Residential Board and Care (3.1)	5,370	5,907	\$40.00	\$40.00	\$ 214,800	\$ 236,280
1	*Perinatal Residential	145	220	\$122.48	\$126.28	\$ 17,760	\$ 27,782
2	*Perinatal Residential Board and Care	145	220	\$40.00	\$40.00	\$ 5,800	\$ 8,800
2	*Residential (3.5)	1,330	1,463	\$147.25	\$151.81	\$ 195,843	\$ 222,098
1	*Residential Board and Care (3.5)	1,330	1,463	\$40.00	\$40.00	\$ 53,200	\$ 58,520
1	Case Mangement Residential (3.1, 3.2, 3.5, and Peri)	54,900	56,408	\$4.15	\$4.28	\$ 227,835	\$ 241,426
3	*Residential Withdrawl Management (3.2)	1,252	1,378	\$147.31	\$151.81	\$ 184,432	\$ 209,194
3	*Residential Board and Care (3.2)	1,252	1,378	\$40.00	\$40.00	\$ 50,080	\$ 55,120
4	NTP Methadone Dosing (DMC)	67,822	68,050	\$14.65	\$14.65	\$ 993,592	\$ 996,933
4	NTP Perinatal Methadone Dosing (DMC)	720	1,134	\$15.78	\$15.78	\$ 11,362	\$ 17,895
4	OTP Disulfiram	0	841	\$10.88	\$10.88	\$ -	\$ 9,150
4	OTP Disulfiram Perinatal	0	143	\$11.05	\$11.05	\$ -	\$ 1,580
4	OTP Buprenorphine	860	647	\$30.02	\$30.02	\$ 25,817	\$ 19,423
4	OTP Buprenorphine Perinatal	0	492	\$35.20	\$35.20	\$ -	\$ 17,318
4	OTP Narcan	27	143	\$144.66	\$144.66	\$ 3,906	\$ 20,686
4	OTP Narcan Perinatal	0	10	\$144.66	\$144.66	\$ -	\$ 1,447
4	NTP Individual Counseling (DMC)	242,895	237,884	\$1.72	\$1.72	\$ 417,779	\$ 409,160
4	NTP Perinatal Individual Counseling (DMC)	3,700	8,285	\$2.46	\$2.46	\$ 9,102	\$ 20,381
4	NTP Group Counseling (DMC)	0	2,741	\$0.41	\$0.41	\$ -	\$ 1,124
4	NTP Perinatal Group Counseling (DMC)	0	434	\$0.82	\$0.82	\$ -	\$ 356
4	NTP Case Management DMC)	115,170	88,770	\$2.02	\$2.02	\$ 232,643	\$ 179,315
6	ODF Individual Counseling	132,039	151,845	\$3.97	\$4.09	\$ 524,195	\$ 621,046
6	ODF Group Counseling	22,950	26,393	\$3.97	\$4.09	\$ 91,112	\$ 107,947
6	ODF Case Management	5,740	6,601	\$4.15	\$4.28	\$ 23,821	\$ 28,252
7	Intensive Outpatient Services Individual Counseling	8,590	9,879	\$3.97	\$4.09	\$ 34,102	\$ 40,405
7	Intensive Outpatient Services Group Counseling	23,760	27,324	\$3.97	\$4.09	\$ 94,327	\$ 111,755
7	Intensive Outpatient Services-Case Management	3,407	3,918	\$4.15	\$4.28	\$ 14,139	\$ 16,769
	MAT Med Support or Physician Time (IOT and ODF)	0	1,200	\$6.31	\$6.50	\$ -	\$ 7,800
	Recovery Services/Relapse Prevention/Recovery Monitoring	7,647	8,786	\$3.20	\$3.30	\$ 24,470	\$ 28,994
	Physician Consult	0	2,432	\$6.31	\$6.50	\$ -	\$ 15,808
<b>TOTAL DRUG / MEDI-CAL PROGRAMS</b>						<b>\$ 4,107,835</b>	<b>\$ 4,478,700</b>
<i>* Rates Increased due to COVID subject to change once COVID Flexibility ends.</i>							

#### 4. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by Drug Medi-Cal funds, SAPT funds, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-COUNTY and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for substance abuse treatment and/or alcohol and other drug prevention services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the CONTRACTOR's submitted budget for each funded program. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed the CMA. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section 3. Said amounts shall be referred to as the "Maximum Obligation of COUNTY," as identified in this Exhibit B, Section 5.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Drug Medi-Cal funds, SAPT funds, or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Drug Medi-Cal Funded Program(s), CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Drug/Medi-Cal or are not Drug/Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as

needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit C, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section 3, 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 C, 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](mailto:MCHDBHFinance@co.monterey.ca.us)

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the

CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

J. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Drug/Medi-Cal Disallowance Report, Cost Report or Audit Report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any state, federal, or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

K. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after CONTRACTOR's receipt of COUNTY's 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. Any costs incurred for dispute resolution will be split evenly between CONTRACTOR and COUNTY.

## 5. 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 **\$8,811,899** for services rendered under this Agreement.

B. Maximum Annual Liability:

<b>COMMUNITY HUMAN SERVICES: SUD Agreement</b>	
FY 2021-22 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	<b>\$4,228,017</b>
FY 2022-23 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	<b>\$4,583,882</b>
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>	<b>\$8,811,899</b>

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.

## 6. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Drug/Medi-Cal claims files, contractual limitations of this Agreement, annual cost, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget and Expenditure Report provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. All requests for budget amendments must be submitted prior to March 31 of the current Fiscal Year period. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Administrative Overhead: CONTRACTOR's administrative costs shall not exceed fifteen (15%) percent of total program costs and are subject to Cost Report Settlement provisions.

E. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

F. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Drug/Medi-Cal claims, and billing system data.

**7. 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.

**8. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX MEDICAID SERVICES**

A. Under this Agreement, CONTRACTOR has Funded Programs that include Drug/Medi-Cal services, CONTRACTOR shall certify in writing annually, by July 1 of each year, that all necessary documentation shall exist at the time any claims for Drug/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Drug Medi-Cal Organized Delivery System Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Drug/Medi-Cal claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Drug MC-Organize Delivery System (ODS) Plan, shall submit to the State in a timely manner claims for Drug/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Drug/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Medicaid Administrative Activities by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Medicaid, subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section V (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.

L. Nothing in this Section 8 shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**9. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal service/activities specified in this Agreement.

C. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of Drug Medi-Cal beneficiaries without deducting those fees from the cost of providing those Drug/Medi-Cal services for which fees were paid.

D. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal services/activities specified in this Agreement.

E. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Drug Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Drug/Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**10. AUTHORITY TO ACT FOR THE COUNTY**

The DIRECTOR may designate one or more persons within the Department of Health, Behavioral Health Bureau 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.

(This Space Intentionally Left Blank)



**AMENDMENT NO. 1  
TO SUBSTANCE USE DISORDER SERVICES CONTRACT AGREEMENT A-15296  
BY AND BETWEEN  
COUNTY OF MONTEREY AND COMMUNITY HUMAN SERVICES**

**This AMENDMENT NO. 1** to Agreement A-15296 is made by and between the County of Monterey, hereinafter referred to as “COUNTY,” and **Community Human Services**, hereinafter referred to as “CONTRACTOR.”

**WHEREAS**, the COUNTY and CONTRACTOR have heretofore entered into Agreement A-15296 dated June 15, 2021 (Agreement) and;

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the Agreement as specified below:

1. Update NTP and MAT rates for FY 2021-22 to reflect rates published by the Department of Healthcare Services.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT PROVISIONS is replaced by EXHIBIT B-1: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement A-15296 are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This Amendment maintains the original Agreement amount of \$8,293,816.
5. This Amendment NO. 1 is effective July 1, 2021.
6. A copy of this Amendment shall be attached to the original Agreement executed by the County on June 15, 2021.

IN WITNESS WHEREOF, the parties have executed this Amendment NO. 1 to Agreement A-15296 as of the date and year written below:

**COUNTY OF MONTEREY**

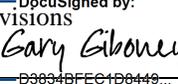
**CONTRACTOR**

By:   
Elsa M. Jimenez, Director of Health  
Date: 9/17/2021 | 1:40 PM PDT

Contractor\*  
By:   
Robin McCrae, Executive Director  
Date: 9/16/2021 | 3:01 PM PDT

Approved as to Form  
By:   
Marina Pantchenko, Deputy County Counsel  
Date: 9/17/2021 | 9:40 AM PDT

By:   
Sharon Lagana, CFO\*  
Date: 9/16/2021 | 3:08 PM PDT

Approved as to Fiscal Provisions  
By:   
Gary Giboney, Chief Deputy Auditor/Controller  
Date: 9/17/2021 | 9:43 AM PDT

Approved as to Liability Provisions  
By: \_\_\_\_\_  
Les Girard, Risk Management  
Date: \_\_\_\_\_

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with 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 an officer 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

**EXHIBIT A-1:  
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

---

**PROGRAM 1: RESIDENTIAL/INPATIENT SERVICES (ASAM Level 3)**

**Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.  
Business Hours- Mon-Fri, 8am to 5pm.

**Program Description**

1. Short term (length of treatment varies by individual, approximately 1-3 months), highly structured residential drug treatment for up to 28 adults. Priority admission is given to intravenous drug users and HIV+ individuals. Residential drug treatment services include:

- Room and board with 24-hour staff supervision
- Comprehensive substance abuse assessment
- Abridged mental health status exam
- Individualized treatment plan
- Medically supervised detoxification/withdrawal
- Random drug testing
- Ongoing, basic medical services, including initial examination
- Group counseling (5 times/week, facilitated by counseling staff)
- Individual counseling (minimum, 1 time/week, facilitated by counseling staff)
- Family counseling (by appointment, facilitated by counseling staff)
- Introduction to 12-step recovery programs/peer support groups
- On-site AA and NA meetings (2 per week)
- Substance abuse education
- Relapse prevention
- Discharge and Aftercare planning
- Case management
- Transportation
- Referrals/linkages to other community services
- Continuing Care Group (weekly, facilitated by counseling staff)

2. Residential Drug Treatment is structured in three (3) phases:

Phase I – Threshold (2 weeks):

Short term detoxification and stabilization coinciding with “black out period” (no unauthorized visitors/communications allowed). The goals are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one’s own recovery. Residents are admitted

to Threshold upon entry to the program. Relapse prevention begins in Threshold and continues in Phase II and Phase III.

Phase II - Core (4 weeks):

The goals of the Core Program are continued abstinence, work on treatment plan, processing of basic feelings and issues, active involvement in one's own recovery, including attendance at 12-step meetings and obtaining a sponsor. Residents begin to clarify values. Legal, financial and familial responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (6 weeks):

The goal of Re-Entry is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

### **ASAM Service Levels**

CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

### **ASAM Service Level Description**

Residential Treatment (American Society of Addiction Medicine Level 3) is a non-institutional, 24-hour non- medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

These services are intended to be individualized to treat the functional deficits identified in the American Society of Addiction Medicine Criteria (ASAM). In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. Providers and residents work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

**The Components of Residential Treatment Services are:**

**Intake:** The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

**Individual Counseling:** Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

**Group Counseling:** Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

**Family Therapy:** The effects of addiction are far-reaching and the patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the

patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem,
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment returns or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Length of Stay**

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a “short-term resident” of the residential facility. The length of residential services ranges from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. The average length of stay for residential services is 30 days. Residential Services for Adults- Residential services for adults may be authorized for up to 90 days in one continuous period. One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days). Peri-natal clients may receive a longer length of stay for residential services based on medical necessity. Criminal justice offenders may receive a longer length of stay for residential services if assessed for need (e.g. up to 6 months).

**Assessment, Referral and Admission**

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services. The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

The provider shall assure a counselor or LPHA completes a personal, medical and substance

use history for each beneficiary upon admission to treatment. Assessment for all beneficiaries shall include at a minimum: Drug/Alcohol use history, medical history, family history, psychiatric/psychological history, social/recreational history, financial status history, educational history, employment history, criminal history, legal status, and previous substance use treatment history. The medical director or LPHA shall review each beneficiary's personal, medical and substance use history if assessment is completed by a counselor.

The provider shall include in its' policies, procedures, and practice, written admission and readmission criteria for determining beneficiary's eligibility and the medical necessity for treatment. These criteria shall include at minimum: DSM diagnosis, use of alcohol/drugs of abuse, physical health status, and documentation of social and psychological problems.

Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment.

### **Admission Criteria for Residential Treatment/Withdrawal Management Services**

1. Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
2. CONTRACTOR shall give admission priority to pregnant women HIV+ and IV drug users.
3. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
  - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - a. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
  - b. Be free from communicable diseases which require reporting by Title 17, California Administrative Code, Section 2500.
4. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
5. No person shall be admitted who, on the basis of staff judgment:
  - a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or
  - b. Requires an immediate medical evaluation or care by a licensed physician.

If a client meets the aforementioned criteria for admission into residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the

COUNTY DMC-ODS services, CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

**Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis House is licensed for 36 beds: 28 co-ed residential drug treatment beds and 8 perinatal residential drug treatment beds.
2. Provide the following estimated residential services and bed days per Fiscal Year (FY) to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client’s control of the bed during an overnight period.

<b>FY 2020-21 and 2022-23</b>	<b>UOS per FY</b>
Residential Services (3.1)	4,824
Residential (3.1) Board and Care	4,824
Residential Services (3.5)	1,600
Residential (3.5) Board and Care	1,600
Residential Service-Case Management (3.1, 3.2, 3.5 and Peri)	42,067 (mins)

**Target Population**

Monterey COUNTY men and women, age 18 years or older with primary addiction to drug(s). Intravenous drug users and HIV+ clients will receive priority admission.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the COUNTY Behavioral Health Services Director. Services will not be denied because of an individual’s inability to pay.

**Designated Contract Monitor**

Andrew B. Heald,  
 Substance Use Disorder Administrator  
 Monterey County Behavioral Health  
 1270 Natividad Rd. Salinas, CA 93906  
 (831) 755-6383

**PROGRAM 2: PERINATAL RESIDENTIAL DRUG TREATMENT**

**Program Location**

1140 Sonoma Avenue  
 Seaside, CA 93955

1146 Sonoma Avenue  
 Seaside, CA 93955

1152 Sonoma Avenue  
 Seaside, CA 93955

**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.

**Program Description**

CHS Amendment NO. 1 to SUD Agreement A-15296  
 FY 2021-23

1. Long term (approximately 3 – 9 months, depending on medical necessity) highly structured residential drug treatment for perinatal women. Up to six (6) children (age birth to 5) may reside with their mothers in treatment.
2. Perinatal residential drug treatment is designed to provide up to nine (9) months of unique services to the women and children in the program. Perinatal residential drug treatment services include on-site childcare, coordination of prenatal, postpartum and well-baby medical care, parenting education, nutritional counseling and family planning, in addition to all the services listed under Program 1: Residential/Inpatient Services.

### **ASAM Service Levels**

CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

### **ASAM Service Level Description**

Residential Treatment (American Society of Addiction Medicine Level 3) is a non-institutional, 24-hour non- medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

These services are intended to be individualized to treat the functional deficits identified in the American Society of Addiction Medicine Criteria (ASAM). In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. Providers and residents work collaboratively to define barriers, set priorities,

CHS Amendment NO. 1 to SUD Agreement A-15296

FY 2021-23

10 | Page

establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Perinatal Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy, Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services. The definitions for these components are outlined in pages 4-7, Program 1: Residential/Inpatient Services.

### **Length of Stay**

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a “short-term resident” of the residential facility. The length of residential services range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. The average length of stay for residential services is 30 days. Residential Services for Adults- Residential services for adults may be authorized for up to 90 days in one continuous period. One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days) Peri-natal clients may receive a longer length of stay for residential services based on medical necessity. Criminal justice offenders may receive a longer length of stay for residential services if assessed for need (e.g. up to 6 months).

### **Assessment, Referral and Admission**

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the DSM and ASAM Criteria to ensure that the client meets the requirements for residential services The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair

hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

#### **Admission Criteria for Perinatal Residential Treatment/Withdrawal Management Services**

- 1 Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
- 2 To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
  - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
  - c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500.
3. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
4. No person shall be admitted who, on the basis of staff judgment:
  - a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or
  - b. Requires an immediate medical evaluation or care by a licensed physician.

If a client meets the aforementioned criteria for admission into perinatal residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services, CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

**Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis Residential Center is licensed for 8 perinatal residential drug treatment beds.
2. Contracted Capacity and Estimated Occupancy:  
Provide the following estimated residential services and bed days to continuously enrolled Perinatal Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client’s control of the bed during an overnight period.

<b>FY 2021-22 and FY 2022-23</b>	<b>UOS per FY</b>
Perinatal Residential	100
Perinatal Residential Board and Care	100

**Target Population**

Pregnant and parenting women who are residents of Monterey COUNTY and age 18 years or older with primary addiction to drug(s). Priority admission is given to pregnant women, intravenous drug users and HIV+ women.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the COUNTY Behavioral Health Services Director. Services will not be denied because of an individual’s inability to pay

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 3: Withdrawal Management (ASAM Level 3.2-WM)**

**Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.

**ASAM Service Level**

CONTRACTOR will provide Level 3.2 WM: Clinically Managed Residential Withdrawal Management Services in a DHCS licensed Residential Facility with Detox Certification consisting of 24-hour structure and clinically managed support with medical evaluation and consultation services available 24 hours a day. This treatment setting has a primary focus on serving individuals who are experiencing moderate withdrawal symptoms but need 24-hour supervision and support to complete withdrawal management and increase likelihood of continuing treatment or recovery.

**ASAM Service Level Description**

Withdrawal Management services are provided in a continuum of WM services as per the five levels of WM in the ASAM Criteria when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized client plan. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process. Medically necessary habilitative and rehabilitative services are provided in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber, and approved and authorized according to the state of California requirements

CONTRACTOR will provide Drug Medi-Cal Withdrawal Management services to beneficiaries at a facility that is licensed by DHCS, maintained and operated to provide 24-hour, residential, non-medical, withdrawal management services. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be staffed by appropriately credentialed personnel who are trained and competent to implement physician approved protocols for patient observation and supervision, determination of appropriate level of care, and facilitation of of the patients transition to continuing care. All services provided to clients are bi-lingual English/Spanish.

**Withdrawal Management Services will include the following components:**

1. Intake and assessment including the diagnosis of substance use disorders and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
2. Observation: The process of monitoring the beneficiary's course of withdrawal, to be conducted as frequently as deemed appropriate for the beneficiary and the level of care the beneficiary is receiving. This may include but is not limited to observation of the beneficiary's health status.
3. Medication Services: The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication,

conducted by staff lawfully authorized to provide such services within their scope of practice or license.

4. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

### **Length of Stay**

Withdrawal Management Services continue until withdrawal signs/symptoms are sufficiently resolved so that the individual can be safely managed at a lower level of care; the individual's signs/symptoms have failed to respond to this level of treatment necessitating transition to a more intensive level of Withdrawal Management treatment, or the individual is unable to complete this level of treatment, despite adequate involvement in treatment services, due to coexisting treatment variables such as significant mental health issues which would necessitate transfer to a more intense level of care and/or involvement in additional clinical services to concurrently address mental health symptoms.

### **Assessment, Referral and Admission**

Individuals requesting Residential Withdrawal Management Services may have an ASAM assessment completed by the Behavioral Health Bureau or CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential withdrawal management treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally

capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

### **Service Objectives**

1. **In FY 2021-22**, an estimated **1,500** 3.2 WM: Clinically Managed Residential Withdrawal Management services and **1,500** 3.2 WM board and care days will be provided to approximately **90** clients. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.  
**In FY 2022-23**, an estimated **1,500** 3.2 WM: Clinically Managed Residential Withdrawal Management services and **1,500** 3.2 WM board and care days will be provided to approximately **90** clients. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.
2. At the time of discharge from withdrawal management services, **100%** of the residents' withdrawal signs and symptoms will be sufficiently resolved so that the resident can be safely managed at less intensive level of care such as residential or outpatient treatment services.
3. At the time of discharge from withdrawal management services, **80%** of the residents will be referred/linked to essential supportive/recovery services so that they may successfully reenter into the community.
4. Program staff providing services will be trained in the use of Evidence Based Practices (EBPs) including but not limited to two EBPs such as: Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

### **Target Population**

The program is designed for men and women, 18 years and older who are in need of residential withdrawal management services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community. CONTRACTOR shall give admission priority to pregnant women, HIV+ and IV drug users.

### **Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

### **Designated Program Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd.

Salinas, CA 93906  
(831) 755-6383

**PROGRAM 4: OPIOID (NARCOTIC) TREATMENT PROGRAM (ASAM OTP Level 1)**

**Program Location**

1083 South Main Street  
Salinas, CA 93901

**Hours of Operation**

Weekdays: 6am-2:30pm  
Weekends and Holidays: 7am-9:30am (dosing only)

**Program Description**

CONTRACTOR will provide Narcotic Treatment Program services, including the provision of methadone, buprenorphine, disulfiram and/or naloxone as prescribed by a physician, to Beneficiaries to alleviate the symptoms of withdrawal from narcotics; and other activities and services provided in compliance with CCR, Title 9, Division 4, Chapter 4, beginning with §10000. CONTRACTOR's physician determines continued participation in the maintenance program.

**ASAM Service Level Description**

Contractor will provide Drug Medi-Cal Opioid (Narcotic) Treatment Services to COUNTY beneficiaries in a State Department of Health Care Services licensed OTP facility. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber and approved and authorized according to the State of California requirements. NTPs/OTPs are required to offer and prescribe medications to patients covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone and disulfiram. A patient must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided based on medical necessity.

**The Components of Opioid (Narcotic) Treatment Programs are:**

**Intake:** The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

**Individual Counseling:** Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

Group Counseling: Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed.
- Goals to be reached which address each problem.
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals.
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.

- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Medical Psychotherapy: Type of counseling services consisting of a face- to- face discussion conducted by the Medical Director of the NTP/OTP on a one- on-one basis with the patient.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment returns or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Admission Criteria**

1. Client must be age 18 years or older (proof of birth date required).
2. Client must agree to provide a urine test that substantiates addiction to heroin or opiate like substances.
3. Client must have been assessed a medical judgment for physiologic dependence of approximately most of one year (6 months + 1 day) prior to admission date
4. Penal documentation - Client who have resided in a penal institution for one month or more - must be admitted within 6 months after discharge - without being in withdrawal but must be eligible prior to incarceration.
5. Must have laboratory tests for Tuberculosis and Syphilis.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed. CONTRACTOR shall give admission priority to pregnant women, HIV + and IV drug users.

If a client meets the aforementioned criteria for admission to narcotic treatment program services and the CONTRACTOR does not have available capacity, CONTRACTOR shall refer the client to another NTP program within the COUNTY DMC-ODS Service Provider Network that offer the same level of NTP services.

### **Service Objectives**

1. Operate and maintain a State licensed, Drug/Medi-Cal certified outpatient narcotic treatment program in accordance with all applicable State and Federal laws.

2. Provide the estimated Narcotic Treatment Program (NTP) units of service per FY 2021-23 as specified in the table below to those individuals continuously enrolled in the program.

<b>Program 4</b>	<b>UOS per FY</b>
NTP Methadone Dosing (DMC)	68,050
NTP Methadone Dosing (DMC)- Peri	1,134
NTP Individual Counseling (DMC)	237,884
NTP Group Counseling (DMC)	2,741
NTP Individual Counseling (DMC)- Peri	8,285
NTP Group Counseling (DMC)- Peri	434
NTP Case Management	88,770
Disulfiram	841
Disulfiram Peri	143
Buprenorphine	647
Buprenorphine Peri	492
Narcan	143
Narcan Peri	10

### **Target Population**

Medi-Cal eligible adults age 18 years or older with primary addiction to heroin or other opioid addicted individuals in Monterey County (including temporary transfers) who wish to stabilize and decrease their addiction through their participation in an opioid treatment program. Priority admission is given to pregnant, HIV+ and IV drug users.

### **Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

### **Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

## **PROGRAM 5: DRUG AND ALCOHOL INTERVENTION SERVICES FOR YOUTH PROGRAM (DAISY)**

### **Target Population**

At-risk Monterey County youth and their families are the population of focus. Services are available for substance-abusing, pre-delinquent youth (including status offenders, pre-court, probation without wardship, first time offenders, etc.) who are primarily in grades 7 – 12 through the Drug and Alcohol Intervention Services for Youth program (DAISY).

**Program Description**

1. Employment of one (1) full-time bilingual/Spanish counselor, to provide counseling and case management and assess referrals for eligibility and suitability for services for qualified court-involved youths, utilizing funding from the Juvenile Justice Crime Prevention Act (JJCPA).
2. The program uses the *Seven Challenges curricula*.
3. Collaborate as necessary with other agencies involved in the Silver Star Youth Program.
4. Participate in team meetings with school, Probation, or other relevant staff, when necessary as well as attend collaborative meetings to coordinate the overall implementation of the JJCPA programs.
5. Communicate regularly with Probation regarding cash management, program implementation, records or whatever necessary to determine the effectiveness and outcomes of this project.

**Service Objectives**

In FYs 2021-22 and 2022-23, provide services for an estimated 30 clients per year, for an estimated **630** units of service per year (individual and group counseling).

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 6: OUTPATIENT SERVICES (ASAM Level 1)**

**Program Locations:**

- 1087 South Main Street, Salinas, CA 93901
- 2560 Garden Rd., Ste.201 A, Monterey, CA 93940

**Hours of Operation**

8:00 am to 5:00 pm. Monday through Friday.

**Program/ASAM Service Level Description**

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with

an individualized client plan. Services can be provided by a licensed professional or a registered or certified counselor in any appropriate setting in the community.

CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

### **Program Description**

Long term 3-4 months- structured drug and alcohol treatment program providing individual, family and group counseling and educational groups in an outpatient setting. Treatment needs are assessed at time of intake and can vary from three to five sessions per week.

*Community Human Services Outpatient Treatment Program will provide the following services:*

- Intake and Screening
- Assessment
- Medical Assessment/Physical Examination
- Individualized case management
- Group Counseling
- Individual Counseling
- Family Counseling
- Addiction and Recovery Information
- 12 Step Program facilitation
- Relapse Prevention
- Individualized Treatment Planning
- Trauma Counseling and Groups
- Communicable Illness Education
- Toxicology drug Screening
- Discharge Planning
- Referrals to community Resources

### **Continuing Care Support Groups Program/ASAM Service Level Description**

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided by a licensed professional or a registered or certified counselor in any appropriate setting in the community.

CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

### **The components of Outpatient Services are:**

**Intake:** The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

**Individual Counseling:** Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction.

**Group Counseling:** Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

**Family Therapy:** The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

**Patient Education:** Provide research-based education on addiction, treatment, recovery and associated health risks.

**Medication Services:** The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

**Collateral Services:** Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

**Crisis Intervention Services:** Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

**Treatment Planning:** The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,

- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

**Discharge Services** (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Length of Stay**

Duration of the program is dependent upon the nature of an individual's presenting problems, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention. Parenting issues and needs will also be addressed in groups focusing on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

### **Assessment, Referral and Admission:**

Individuals requesting admission to the Outpatient Program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for outpatient services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally

capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome, and interpreters will be utilized as needed. Pregnant, HIV + and/or IV-drug users will receive priority admission.

**Target Population**

Men and women 18 years of age to 65 years of age who have met the diagnostic criteria in DSM V/ICD10 for a substance abuse disorder and the ASAM placement criteria. Applicants have also met the admission criteria for Community Human Services Outpatient Treatment program.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual’s inability to pay.

**Service Objectives**

1. Operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service’s certification standards.
2. CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients per FY:

<b>Program 6: Outpatient Services</b>	<b>UOS per FY (Mins)</b>
Outpatient Individual Counseling	103,000
Outpatient Group Counseling	45,300
Outpatient Case Management	32,178
MAT Med Support or Physician Time (IOT and ODF)	1,200

3. Establish an outpatient treatment program that will reduce the negative impact of substance abuse on the individual and family.
4. Establish and maintain a broad spectrum of treatment services to address the diverse treatment needs of men and women.
5. Develop and establish an outpatient program that will empower clients in the collaborative treatment plan development process by matching treatment options and decisions based on the Participant’s individual needs.

6. Treatment will be easily accessible and available to all clients needing services who meet the diagnostic criteria for admission.
7. Treatment planning and case management services will address each participant's level of need for appropriate stabilization and ongoing care.

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 7: INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)**

**Program Locations**

1087 South Main Street, Salinas, CA 93901  
2560 Garden Rd., Ste.201 A, Monterey, CA 93940

**Hours of Operation**

The program will operate from 8:00 A. M. to 5:00 P. M. Monday through Friday.  
Evening Groups as needed.

**Program/ASAM Service Level Description**

Intensive Outpatient Treatment (ASAM Level 2.1) structured programming services are provided to beneficiaries (a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Lengths of treatment can be extended when determined to be medically necessary. Services consist primarily of counseling and education about addiction-related problems. Services can be provided by a licensed professional or a certified counselor in any appropriate setting in the community. Services can be provided in-person, by telephone or by telehealth.

CONTRACTOR will provide Drug Medi-Cal Intensive Outpatient Services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide intensive outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy,

Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services. The definitions for these components are outlined in pages 49-50, Program 6: Outpatient Services.

### **Length of Stay**

Duration of the program is dependent upon the nature of an individual's presenting problems, current level of multidimensional instability, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends three (3) to four (4) times weekly; services consist primarily of counseling and education about addiction-related and mental health problems. The individual's needs for psychiatric and medical treatment are determined through consultation and referrals to external support if the client remains stable and requires only maintenance monitoring. Program staff should have sufficient cross-training to understand symptoms of mental health disorders and to understand the use and effects of psychotropic medications and their effect on substance use/addictive disorders. Duration of the program averages four to six (4-6) months. Individual, Group and family Therapy is based upon motivational interviewing, enhancement, and engagement strategies to address both substance related and mental health issues that negatively impact relationships, coping skills, and sustainable recovery.

### **Assessment, Referral and Admission**

Individuals requesting admission to Intensive Outpatient Services program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether intensive outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for intensive outpatient services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome, and interpreters will be utilized as needed.

**Target Population**

Access to the Intensive Outpatient Services program will be for eligible women and men who are self-referred and or referred by the Behavioral Health Bureau assessment staff. Outpatient services are provided to non-perinatal and perinatal beneficiaries. In general, these will be women and men who may also be involved with the Probation Department, Drug Court, or Department of Social Services CalWORKS programs. Many of these women and men are without custody of their children but are working toward reunification with their children and need to address their alcohol or other drug abuse and mental health issues.

CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients per FY:

<b>Program 7: Intensive Outpatient Services</b>	<b>UOS per FY (Mins)</b>
Intensive Outpatient Individual Counseling	16,900
Intensive Outpatient Group Counseling	38,700
Intensive Outpatient Case Management	20,203

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

**Drug Medi-Cal Organized Delivery System Support Services****Recovery Services**

Recovery Services are important to the beneficiary's recovery and wellness. CONTRACTOR will provide Drug Medi-Cal Recovery Services in accordance with applicable State and Federal laws. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, beneficiaries will be linked to applicable recovery services. The treatment community becomes a therapeutic agent through which patients are empowered and prepared to manage their health and health care. Therefore, treatment must emphasize the patient's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients. Services are provided as medically necessary. Beneficiaries may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telehealth with the

beneficiary and may be provided anywhere in the community.

The components of Recovery Services are:

- Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
- Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support, spiritual and faith- based support; vii.
- Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.
- Assessment and Referral

Individuals requesting Recovery Services need to have completed a treatment program; service is not to be delivered to individuals who have not completed a treatment program with one of the COUNTY's DMC-ODS network providers. Referrals may be completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who are referred by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment.

**Service Objectives:** The Program will provide the following services per Fiscal Year:

1. In FY 2021-22, an estimated: **68,520 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.
2. In FY 2022-23, an estimated: **68,520 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.

**Case Management:**

The COUNTY will assist in coordinating Case Management services; CONTRACTOR will provide Drug Medi-Cal Case Management Services in accordance with applicable State and Federal laws. These services may be provided by a Licensed Practitioner of the Healing Arts or a registered or certified counselor.

Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed. Case management services may be provided face-to-

face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community. Case management services include:

- Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;
- Transition to a higher or lower level SUD of care; Development and periodic revision of a client plan that includes service activities;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure beneficiary access to service and the service delivery system; Monitoring the beneficiary's progress;
- Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services, Case management shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.

#### **Assessment and Delivery of Service:**

Individuals in need of case management services are most often actively involved substance use disorder treatment or in the process of being discharged from a treatment program. This service is not defined in the ASAM criteria; assessment and delivery occurs when a beneficiary is in need of a transition to a different level of substance use disorder treatment, transition to a different level of care, advocacy services such as linkage to physical or mental health care, and determination of need for ongoing substance use disorder care and services, including case management. These services may be provided by the Behavioral Health Bureau Access Team and/or the CONTRACTOR. Units of service consist of 15-minute increments. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

#### **Physician Consultation Services:**

Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries.

- a. Physician consultation services are to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
- b. COUNTY will contract with one or more physicians or pharmacists in order to provide consultation services. Physician consultation services can only be billed by and reimbursed to DMC providers

**Service Objectives:** The Program will provide the following services per Fiscal Year:

1. In FY 2021-22, an estimated: **2,432 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.
2. In FY 2022-23, an estimated: **2,432 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of

15-minute increments.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual’s inability to pay.

**Designated Program Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-6383

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES YOUTH TREATMENT GUIDELINES**

CONTRACTORS providing youth treatment services shall comply with the requirements for youth programs as contained in “Youth Treatment Guidelines 2002” until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

**PERINATAL, CAL OMS DATA AND CAL OMS TREATMENT PROGRAM REQUIREMENTS:**

CONTRACTORS providing substance use disorder services shall fully participate in the California Outcome Measurement System (CalOMS) data collection and submission process and shall meet the timelines as established by the County. CONTRACTORS providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in “Perinatal Practice Guidelines FY 2018-19” until such time new Perinatal Services Network Guidelines are established and adopted. The Perinatal Practice Guidelines may be found on the California Department of Healthcare Services Website:

[https://www.dhcs.ca.gov/individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)

**Medicaid Managed Care Plan**

CONTRACTORS providing substance use disorder services shall comply with the requirements contained in the Medicaid Managed Care Plan. The policy may be found on the Monterey County Behavioral Health QI website at:

<http://qi.mtyhd.org/wp-content/uploads/2014/09/108-Medicaid-Managed-Care-Plan.pdf>

**Hatch Act**

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-

related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

**Byrd Anti-Lobbying Amendment (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Information Access for Individuals with Limited English Proficiency**

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

(This Space Intentionally Left Blank)

**EXHIBIT B-1: PAYMENT PROVISIONS****PAYMENT TYPE**

Cost Reimbursed up to the Maximum Contract Amount.

**Non-Drug/Medi-Cal**

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A. At the end of each fiscal-year COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
2. Subject to the cost adjustment described in Section 20, COUNTY shall compensate CONTRACTOR in the following manner:
  - A. For Program 5, CONTRACTOR shall bill COUNTY one- twelfth of the annual amount, monthly, in advance on Exhibit C. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
  - B. CONTRACTOR shall develop a fee schedule in accordance with Section 14.
3. COUNTY shall pay CONTRACTOR the following rates for the following programs:

CHS					
Program		Est. Units	Rates	FY 2021-22	FY 2022-23
5	DAISY	630		\$40,182	\$40,182
<b>TOTAL PROGRAM AMOUNT</b>				<b>\$40,182</b>	<b>\$40,182</b>

**Drug/Medi-Cal**

COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community which fall within the general services as outlined in Exhibit A. The rates for Drug/Medi-Cal client services shall be an interim rate based upon the estimated cost and units of services. At the end of each fiscal year, COUNTY shall make adjustments for actual cost in accordance with the procedures set forth in Section 19 of this Agreement.

COUNTY shall compensate CONTRACTOR in the following manner:

- A. For Programs 1, 2, 3, 4, 6, 7 and Recovery services and Physician Consult, services shall be invoiced to COUNTY in arrears and on a monthly basis.
- B. CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment.

C. COUNTY shall pay the CONTRACTOR the following rates:

---

CHS Amendment NO. 1 to SUD Agreement A-15296

FY 2021-23

1 | Page

Community Human Services Amendment No. 1							
PROGRAMS		Est. Units FY 2021-22	Est. Units FY 2022-23	Rates FY 2021-22	Rates FY 2022-23	Amounts FY 2021-22	Amounts FY 2022-23
1	*Residential (3.1)	4,824	4,824	\$120.75	\$120.75	\$ 582,498	\$ 582,498
1	*Residential Board and Care (3.1)	4,824	4,824	\$40.00	\$40.00	\$ 192,960	\$ 192,960
1	*Perinatal Residential	100	100	\$120.75	\$120.75	\$ 12,075	\$ 12,075
2	*Perinatal Residential Board and Care	100	100	\$40.00	\$40.00	\$ 4,000	\$ 4,000
2	*Residential (3.5)	1,600	1,600	\$135.75	\$135.75	\$ 217,200	\$ 217,200
1	*Residential Board and Care (3.5)	1,600	1,600	\$40.00	\$40.00	\$ 64,000	\$ 64,000
1	Case Mangement Residential (3.1, 3.2, 3.5, and Peri)	42,067	42,067	\$2.02	\$2.02	\$ 84,975	\$ 84,975
3	*Residential Withdrawl Management (3.2)	1,500	1,500	\$140.75	\$140.75	\$ 211,125	\$ 211,125
3	*Residential Board and Care (3.2)	1,500	1,500	\$40.00	\$40.00	\$ 60,000	\$ 60,000
4	NTP Methadone Dosing (DMC)	68,050	68,050	\$14.65	\$14.65	\$ 996,939	\$ 996,939
4	NTP Perinatal Methadone Dosing (DMC)	1,134	1,134	\$15.78	\$15.78	\$ 17,889	\$ 17,889
4	OTP Disulfiram	841	841	\$10.88	\$10.88	\$ 9,147	\$ 9,147
4	OTP Disulfiram Perinatal	143	143	\$11.05	\$11.05	\$ 1,576	\$ 1,576
4	OTP Buprenorphine	647	647	\$30.02	\$30.02	\$ 19,412	\$ 19,412
4	OTP Buprenorphine Perinatal	492	492	\$35.20	\$35.20	\$ 17,323	\$ 17,323
4	OTP Narcan	143	143	\$144.66	\$144.66	\$ 20,686	\$ 20,686
4	OTP Narcan Perinatal	10	10	\$144.66	\$144.66	\$ 1,447	\$ 1,447
4	NTP Individual Counseling (DMC)	237,884	237,884	\$1.72	\$1.72	\$ 409,160	\$ 409,160
4	NTP Perinatal Individual Counseling (DMC)	8,285	8,285	\$2.46	\$2.46	\$ 20,382	\$ 20,382
4	NTP Group Counseling (DMC)	2,741	2,741	\$0.41	\$0.41	\$ 1,124	\$ 1,124
4	NTP Perinatal Group Counseling (DMC)	434	434	\$0.82	\$0.82	\$ 356	\$ 356
4	NTP Case Management DMC)	88,770	88,770	\$2.02	\$2.02	\$ 179,315	\$ 179,315
6	ODF Individual Counseling	103,000	103,000	\$3.23	\$3.23	\$ 332,690	\$ 332,690
6	ODF Group Counseling	45,300	45,300	\$3.23	\$3.23	\$ 146,320	\$ 146,320
6	ODF Case Management	32,178	32,178	\$2.02	\$2.02	\$ 65,000	\$ 65,000
7	Intensive Outpatient Services Individual Counseling	16,900	16,900	\$3.23	\$3.23	\$ 54,587	\$ 54,587
7	Intensive Outpatient Services Group Counseling	38,700	38,700	\$3.23	\$3.23	\$ 125,001	\$ 125,001
7	Intensive Outpatient Services-Case Management	20,203	20,203	\$2.02	\$2.02	\$ 40,810	\$ 40,810
	MAT Med Support or Physician Time (IOT and ODF)	1,200	1,200	\$5.70	\$5.70	\$ 6,840	\$ 6,840
	Recovery Services/Relapse Prevention/Recovery Monitoring	68,520	68,520	\$2.89	\$2.89	\$ 198,024	\$ 198,024
	Physician Consult	2,432	2,432	\$5.70	\$5.70	\$ 13,863	\$ 13,863
<b>TOTAL DRUG / MEDI-CAL PROGRAMS</b>						<b>\$ 4,106,724</b>	<b>\$ 4,106,724</b>
<i>* Rates Increased due to COVID subject to change once COVID Flexibility ends.</i>							

#### 4. PAYMENT CONDITIONS

CHS Amendment NO. 1 to SUD Agreement A-15296  
FY 2021-23

A. If CONTRACTOR is seeking reimbursement for eligible services funded by Drug Medi-Cal funds, SAPT funds, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-COUNTY and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for substance abuse treatment and/or alcohol and other drug prevention services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the CONTRACTOR's submitted budget for each funded program. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed the CMA. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section 3. Said amounts shall be referred to as the "Maximum Obligation of COUNTY," as identified in this Exhibit B, Section 5.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Drug Medi-Cal funds, SAPT funds, or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Drug Medi-Cal Funded Program(s), CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Drug/Medi-Cal or are not Drug/Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement

Invoice Form provided as Exhibit C, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section 3, 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 C, 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](mailto:MCHDBHFinance@co.monterey.ca.us)

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

J. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Drug/Medi-Cal Disallowance Report, Cost Report or Audit Report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any state, federal, or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

K. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after CONTRACTOR's receipt of COUNTY's 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. Any costs incurred for dispute resolution will be split evenly between CONTRACTOR and COUNTY.

**5. 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 **\$8,293,816** for services rendered under this Agreement.

B. Maximum Annual Liability:

<b>COMMUNITY HUMAN SERVICES: SUD Agreement</b>	
FY 2021-22 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	<b>\$4,146,908</b>
FY 2022-23 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	<b>\$4,146,908</b>
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>	<b>\$8,293,816</b>

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.

**6. BILLING AND PAYMENT LIMITATIONS**

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Drug/Medi-Cal claims files, contractual limitations of this Agreement, annual cost, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget and Expenditure Report provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. All requests for budget amendments must be submitted prior to March 31 of the current Fiscal Year period. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Administrative Overhead: CONTRACTOR's administrative costs shall not exceed fifteen (15%) percent of total program costs and are subject to Cost Report Settlement provisions.

E. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

F. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Drug/Medi-Cal claims, and billing system data.

## **7. 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.

## **8. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX MEDICAID SERVICES**

A. Under this Agreement, CONTRACTOR has Funded Programs that include Drug/Medi-Cal services, CONTRACTOR shall certify in writing annually, by July 1 of each year, that all necessary documentation shall exist at the time any claims for Drug/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Drug Medi-Cal Organized Delivery System Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Drug/Medi-Cal claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames

established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Drug MC-Organize Delivery System (ODS) Plan, shall submit to the State in a timely manner claims for Drug/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Drug/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Medicaid Administrative Activities by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Medicaid, subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section V (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.

L. Nothing in this Section 8 shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**9. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal service/activities specified in this Agreement.

C. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of Drug Medi-Cal beneficiaries without deducting those fees from the cost of providing those Drug/Medi-Cal services for which fees were paid.

D. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal services/activities specified in this Agreement.

E. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Drug Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Drug/Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**10. AUTHORITY TO ACT FOR THE COUNTY**

The DIRECTOR may designate one or more persons within the Department of Health, Behavioral Health Bureau 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.

(This Space Intentionally Left Blank)



\_\_\_\_\_  
Agreement Number

Termination Date

COUNTY OF MONTEREY

DEPARTMENT OF HEALTH  
SUBSTANCE USE DISORDER  
SERVICE CONTRACT

\_\_\_\_\_  
COUNTY Department Contract Representative  
Elsa M. Jimenez, MPH  
Director of Health  
1270 Natividad Road, Salinas, CA 93906

This Agreement is entered into in the State of California, by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **Community Human Services**, a voluntary health and welfare agency exempt from Federal taxation under Internal Revenue Code Section 501 (c) (3), hereinafter referred to as "CONTRACTOR", for the purpose of:

RECITALS:

The parties hereby enter into this contract in reliance on the following facts and representations:

1. COUNTY desires to enter into this Agreement whereby CONTRACTOR will provide services set forth herein in accordance with the requirements of Chapter 4 (commencing with Section 9000) of the California Code of Regulations.
2. Division 10.5 (commencing with Section 11750) of the California Health and Safety Code provides a set of definitions, standards, procedures, and regulations by and pursuant to which COUNTY and CONTRACTOR may lawfully contract for such services.
3. CONTRACTOR is willing 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 substance use disorder services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**1. SERVICES TO BE PROVIDED**

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 services are summarized as follows: Provide Drug/Medi-Cal-Organized Delivery System (DMC-ODS) Substance Use Disorder (SUD) treatment services funded by Drug/Medi-Cal (hereafter "Drug/Medi-Cal").

**2. CONTRACT ADMINISTRATION**

COUNTY Behavioral Health Director, hereafter referred to as the DIRECTOR, shall be the COUNTY employee authorized and assigned to represent the interests of the COUNTY and to ensure that the terms and conditions of this Contract are carried out. CONTRACTOR's Executive Director shall administer this Agreement on behalf of the CONTRACTOR. CONTRACTOR agrees to submit necessary program and financial reports in a timely fashion, pursuant to provisions of this Agreement and the provisions contained in the COUNTY Administration and Reporting Guidelines, which shall be furnished to the CONTRACTOR by the COUNTY at no cost to CONTRACTOR.

**3. PERFORMANCE STANDARDS AND COMPLIANCE**

3.1 Performance standards. CONTRACTOR shall meet the contracted level of service and the specified performance standards as set forth in this Agreement.

3.2 Compliance with terms of State and 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.

3.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees and subcontractor 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.

3.4 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.

3.5 CONTRACTOR shall furnish, at its own expense, all materials and equipment 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.

3.6 Contract Monitoring and Quality Control. COUNTY shall monitor services provided under this Agreement to evaluate the effectiveness, quality, appropriateness and timeliness of services provided. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The procedure utilized to monitor the Agreement will be as follows:

3.6.1 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.

3.6.2 CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of services 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.

3.6.3 The Contract Monitor shall review on a monthly basis the fiscal claims for reimbursement and conduct from time to time on-site billing verification.

**4. EXHIBITS**

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

- EXHIBIT A PROGRAM DESCRIPTION
- EXHIBIT B PAYMENT AND BILLING PROVISIONS
- EXHIBIT C BEHAVIORAL HEALTH COST REIMBURSEMENT INVOICE
- EXHIBIT D: CONFIDENTIALITY OF PATIENT INFORMATION
- EXHIBIT E ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
- EXHIBIT F ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY’S CULTURAL COMPETENCY POLICY
- EXHIBIT G BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT H: BUDGET AND EXPENDITURE REPORT
- EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT

**5. TERM AND TERMINATION**

5.1 Term. This Agreement shall be effective **July 1, 2021** and shall remain in effect until **June 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement.

5.2 Termination.

5.2.1 **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. In the event of such

termination, the amount payable under this Agreement shall be reduced in proportion to the services provided before the date of termination.

5.2.2 **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.
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.

5.3 **Survival of Obligations after Termination.** Upon termination of this Agreement, COUNTY will no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that, after termination, the following obligations shall remain in effect:

5.3.1 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;

5.3.2 COUNTY shall arrange for such transfer of treatment no later than sixty (60) days after Agreement termination if the clients' treatment is not by then completed;

5.3.3 COUNTY, any payer, and CONTRACTOR will continue to remain obligated under this contract with regard to charges and payments for covered services rendered prior to termination or required to be rendered after termination as provided above, until such obligations are discharged by full performance or until such performance is otherwise excused;

5.3.4 Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Exhibit D to this Agreement, HIPAA and PHI in accordance with Exhibit G to this Agreement, indemnification described in Section 8.1 to this Agreement, professional liability insurance described in Section 8.4.1 to this Agreement, annual reports and cost report settlement described in Section 20 and in accordance with Exhibit I to this Agreement, and access to and audit of records described in Section 19 to this Agreement, and in accordance with all applicable laws; and

5.3.5 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.

5.3.6 CONTRACTOR will remain subject to any audit otherwise authorized or required by this Agreement or by any State or Federal statute or regulations affecting this Agreement.

## **6. TERMINATION FOR REDUCTION OF GOVERNMENT FUNDING**

6.1 This Agreement is made with the understanding that the State or Federal Governments are providing and will continue to provide funds to COUNTY so that COUNTY can make the payments to CONTRACTOR under this contract. The funds identified for the fiscal years are subject to increase or decrease dependent upon the availability of the appropriations by the State Legislature and the Federal Government. Increases or decreases in the amount COUNTY allocates to the CONTRACTOR as identified in Exhibit B will require a written amendment to this contract in accordance with Section 28.

6.2 Notwithstanding any other provision of this Agreement, if the State or Federal Government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, then COUNTY may, after consultation with the CONTRACTOR, elect to terminate this contract by giving written notice of termination to CONTRACTOR, effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, it is mutually agreed that the

contract may be amended to reflect any reduction in funding in Exhibit B, in accordance with Section 28.

## **7. INDEPENDENT CONTRACTOR STATUS**

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.

## **8. INDEMNIFICATIONS AND INSURANCE**

8.1 **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 attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person firm, or corporation for damage, injury, or death arising out of or connected with 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.

8.2 **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 COUNTY 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.

8.3 **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.

8.4 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

8.4.1 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 one million dollars (\$1,000,000) per occurrence.

8.4.2 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 if not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.

8.4.3 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 one million dollars (\$1,000,000) each person, one million dollars (\$1,000,000) each accident and one million dollars (\$1,000,000) each disease.

8.4.4 Professional Liability Insurance. If required for the professional service being provided, in the amount of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the aggregate, to cover liability for malpractice or errors or omissions made in 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.

8.5 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.

8.5.1 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.

8.5.2 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.

8.5.3 Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY's contract analyst and the COUNTY's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

8.5.4 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 Analyst 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 Sections 5 and 6, 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 Five (5).

## **9. NONDISCRIMINATION**

9.1 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate or engage in unlawful harassment against applicants, employees, or recipients of services because of actual or perceived sex, gender, sexual orientation, gender identity or expression, race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical (including HIV and AIDS) or mental disability or genetic information, veteran's, or other legally protected status, or because of association with a person or group with one or more of these actual or perceived characteristics, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. During the performance of this Agreement, CONTRACTOR also shall not retaliate against such persons because they have asserted their rights under the law. 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.

9.2 The terms "discrimination," "harassment," and "retaliation," as used in this Agreement, are the same terms used in Monterey County Code, Chapter 2.80, the Civil Rights Ordinance, and the COUNTY's Nondiscrimination Policy and COUNTY Sexual Harassment Policy, adopted January 9, 2018.

9.3 The provisions of Monterey County Code Chapter 2.80 and relevant COUNTY policies promulgated thereto (“relevant COUNTY policies”) 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 relevant COUNTY policies and are responsible for ensuring that their workplace and the services that they provide are free of discrimination, as required by Chapter 2.80 and relevant COUNTY policies. Complaints of discrimination made by CONTRACTOR against the COUNTY or by recipients of services against CONTRACTOR may be pursued using the procedures established by Chapter 2.80 and relevant COUNTY policies. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on request by COUNTY.

9.4 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 unlawful discrimination, harassment, and/or retaliation including, but not limited to, the following:

9.4.1 California Code of Regulations, Title 9, §§ 526, 527;

9.4.2 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.;

9.4.3 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;

9.4.5 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);

9.4.6 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;

9.4.7 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);

9.4.8 Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.

9.4.9 California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

9.4.10 Title IX of the Education Amendments of 1972 (regarding education programs and activities).

9.4.11 The Age Discrimination Act of 1975

9.4.12 Section 1557 of the Patient Protection and Affordable Care Act

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.

9.5 Written Assurances. 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. CONTRACTOR shall have a written assurance that their treatment programs are accessible to people with disabilities. In addition, CONTRACTOR shall post in conspicuous place notices available to all employee and clients for employment setting forth the provisions of the Equal Opportunity Act.

9.6 Written Nondiscrimination Policy. CONTRACTOR shall maintain a written statement of its nondiscrimination policies that shall be consistent with the terms of this Agreement. Such statement shall be posted and be available to employees, recipients of services, and members of the public, upon request. In addition, the clients' rights statement provided by CONTRACTOR shall inform recipients of services of CONTRACTOR'S nondiscrimination policies, including the right to file a complaint alleging discrimination or a violation of civil rights, and the right to be free from unlawful discrimination, harassment, and retaliation.

9.7 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.

9.8 Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any State agency providing funds for this Agreement upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

9.9 Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the nondiscrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

## **10. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY**

10.1 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. To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards and comply with 42 CFR 438.206(c)(2).

10.2 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.

10.3 For the purposes of this Section, “access” is defined as the availability of medically necessary substance use disorder services in a manner that promotes and provides the opportunity for services and facilitates their use.

## **11. COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS**

11.1 The parties shall comply with all applicable Federal, State and local laws and regulations in performing the work and providing the services specified in this Agreement.

11.2 CONTRACTOR shall comply with all the necessary COUNTY and State licensing requirements and shall obtain appropriate licenses for mode of service and display the same in a public location that is reasonably conspicuous. CONTRACTOR shall maintain applicable certification by the State Department of Health Care Services (DHCS) for mode of service and comply with appropriate COUNTY or State service standards.

11.3 Non-Drug/Medi-Cal Services: For services not funded by Drug/Medi-Cal, CONTRACTOR shall comply with and establish written accounting procedures consistent with the following requirements and shall be held accountable for audit exceptions taken by the State against the COUNTY or the CONTRACTOR for failure to comply with the following requirements:

- Health and Safety Code, Division 10.5;
- Title 9, California Code of Regulations (CCR), Division 4; and specifically the pertaining to the Substance Abuse and Crime Prevention Act: Sections 9530(f)(k)(2), 9532(b)(1), 9535(e), 9545(a)(b)(d)(e)(g) and (h);
- Government Code, Article 1.7, Federal Block Grants, Chapter 2, Part 2, Division 4, Title 2, commencing at Section 16366.1;
- Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- Title 42, United State Code (USC); Section 300x-5; Reports and Audits for Block Grants;
- Block Grant [Public Law 102-321 (Title 42, USC, commencing at Section 1010)];
- Block Grant [Public Law 103-227 (pro-Children Act of 1994)];
- Block Grant [Public Law 107-116];
- Single Audit Act of 1984 (Public Law 98-502) and the Single Audit Act Amendments of 1996 (Public Law 104-156) and corresponding OMB Circular A-133 (Revised June 30, 1997); and
- Title 45 Code of Federal Regulations (CFR), Part 84, Section 84.7 and Part 96 Subparts B, C, and L, Substance Abuse Prevention and Treatment Block Grant.
- Title 21 CFR, Part 291 (Food and Drug Administration Requirements for Narcotic

- Treatment Programs)
- Title 21 CFR, Part 1300 (Drug Administration Requirements for Food and Drugs)
- State Administrative Manual, Chapter 7200

11.4 Drug/Medi-Cal Services. For services funded by Drug/Medi-Cal, CONTRACTOR shall be licensed, registered, certified and approved as required by the appropriate agencies. In providing services under this Agreement, CONTRACTOR shall comply with all applicable laws, regulations, and administrative requirements adopted by federal, state, and local governments, including, but not limited to, the following:

- Health and Safety Code (HSC), Sections 11987.3 and 11987.5(b) and (c) and Sections 11758.40 through 11758.47
- Welfare and Institutions Code (W&IC), Chapter 7, Sections 14000, et seq., and 11987.5(b) and (c) and Sections 11758.40 through 11758.47
- 42 USC 1396(a)(30-33) and Title 42, Code of Federal Regulations, Sections 456.2 through 456.6 inclusive.
- Title 21 Code of Federal Regulations (CFR) Parts 291 and 1300, et seq. And CCR, Title 9, Sections 10,000, et seq.;
- Title 22, California Code of Regulations, Sections 51341.1, 51490.1 and 51516.1;
- Title 9, CCR, Division 4 and Chapter 5, Sections 10500, et seq.;
- Drug Medi-Cal Certifications Standards for Substance Abuse Clinics;
- Standards for Drug Treatment Programs; and
- In instances where inconsistencies occur, the provisions of Title 22, California Code of Regulations shall apply.

11.5 Assistance may be sought from the State in the event of a dispute over the terms and conditions of the County's contract in accordance with the "Appeal Process" portion of the COUNTY's contract with the State.

## **12. COMPLIANCE WITH STATE DHCS SUBSTANCE USE DISORDER PROGRAM REGULATIONS**

12.1 The parties shall comply with all applicable State DHCS Substance Use Disorder Program laws and regulations in performing the work and providing the services specified in this Agreement.

12.2 CONTRACTOR shall fully participate in the California Outcome Measurement (CalOMS) for treatment services; the Drug and Alcohol Treatment Access Report (DATAR), and any other data collection systems required by the COUNTY or the State Department of Health Care Services, Substance Use Disorder Program Division. CONTRACTORS receiving SAPT funds for Prevention Services shall fully participate in the Primary Prevention Services Delivery System (PPSDS) and any other data collection system required by the COUNTY or the State Department of Health Care Services, Substance Disorder Program Policy and Fiscal Division Prevention and Family Services Section.

12.3 CONTRACTOR shall adhere to the Computer Software Copyright laws: CONTRACTOR certifies that it has appropriate systems and controls in place to ensure that state or federal funds available under this Contract will not be used for the acquisition, operation, or maintenance of

computer software in violation of copyright laws. (Reference: Executive Order D-10-99 and Department of General Services Management Memo 00-02).

#### 12.4 Child Support Compliance Act

CONTRACTOR acknowledges that it:

12.4.1 Recognizes the importance of child and family support obligations and shall comply fully 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 earning assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and,

12.4.2 To the best of its knowledge, if 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.

#### 12.5 Domestic Partners Act

Pursuant to the Public Contract Code 10295.3, no state agency may enter into any contract executed or amended after January 1, 2007, for the acquisition of goods or services in the amount of \$100,000 or more with a contractor, who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between domestic partners and spouses of those employees.

#### 12.6 IV Drug Use Treatment

CONTRACTOR shall ensure that all individuals in need of IVDU treatment shall be encouraged to undergo SUD Treatment (42 USC 300x-23(b) of PHS Act).

#### 12.7 Tuberculosis (TB) Treatment

CONTRACTOR shall ensure the following related to Tuberculosis (TB)

12.7.1 Routinely makes available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;

12.7.2 Reduce barriers to patients accepting TB treatment; and,

12.7.3 Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

#### 12.8 Limited English Proficiency

To ensure equal access to quality care by diverse populations, the provider shall:

12.8.1 Promote and support the attitudes, behaviors, knowledge, and skills necessary for staff to work respectfully and effectively with clients and each other in a culturally diverse work environment.

12.8.2 Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.

12.8.3 Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical and support staff that are trained and qualifies to address the needs of the racial and ethnic communities being served.

12.8.4 Require and arrange for ongoing education and training for administrative clinical, and support staff in culturally and linguistic competent service delivery.

12.8.5 Provide all clients with limited English Proficiency access to bilingual staff or interpretation services.

12.8.6 Provide oral and written notices, including translated signage at key points of contact, to clients, in their primary language informing them of their right to receive no-cost interpreter services.

12.8.7 Translate and make available signage and commonly-used written client educational material and other materials for members of the threshold language group in the area.

12.8.8 Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relative to clinical on non-clinical encounters. Family or friends are not considered adequate substitutes because they actually lack these abilities.

12.8.9 Ensure that the clients' primary spoken language and self identified race/ethnicity are included in the CONTRACTORS management information system as well as any clients records used by CONTRACTOR staff.

12.9 Licensure and Certification. All CONTRACTORS of residential services that are subject to reimbursement from Medicare or Medi-Cal shall be licensed through DHCS and DMC certified, in accordance with applicable laws and regulations. All CONTRACTORS of outpatient or intensive outpatient services that are subject to reimbursement from Medicare or Medi-Cal shall be licensed through DHCS and DMC certified, in accordance with applicable laws and regulations. In signing this Agreement, CONTRACTOR agrees to comply with the following regulations and guidelines:

12.9.1 Title 21, CFR Part 1300.01 through 1301.93 Department of Justice Controlled Substances, Title 42, CFR, Part 8

12.9.2 Drug Medi-Cal Certification Standards for Substance Abuse Clinics

12.9.3 Title 22, CCR, Sections 51341.1, 51490.1 and 51516.1

12.9.4 Standards for Drug Treatment Programs (October 21, 1981)

12.9.5 Title 9, CCR, sections 5100 et seq.

12.9.6 Title 22, CCR, sections 51000 et. Seq.

In the event of conflicts, the most stringent provision shall control.

CONTRACTOR acknowledges that if it is under investigation by DHCS or any state, local or deferral law enforcement agency for fraud or abuse, the State may suspend temporarily the CONTRACTOR from the DMC program, pursuant to W&IC Section 14043.36(a)

If, at any time, a CONTRACTOR's license, registration, DHCS certification, DMC certification, ASAM certification, approval to operate a substance abuse treatment program and provide covered services, is revoked, suspended, modified, or not renewed, the COUNTY may amend or terminate this Agreement.

A CONTRACTOR's certification to participate in DMC program(s) shall automatically terminate in the event that the CONTRACTOR or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty

or nolo contendere.

CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Drug Medi-Cal ODS Waiver 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.

12.10 Access to Services for Persons with Disabilities

To ensure access to persons with Disabilities, the parties shall comply with all applicable State Alcohol and Drug Program laws and regulations in performing the work and providing the services specified in this Agreement including the following:

12.10.1 Americans with Disability Act (ADA)

12.10.2 Section 504 of the Rehabilitation Act of 1973 (Exhibit E)

12.10.3 45 Code of Federal Regulations (CFR), Part 84, Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance

12.10.4 Title 24, California Code of Regulations (CCR), Part 2, Activities Receiving Federal Financial Assistance

12.10.5 Unruh Civil Rights Act California Civil Code (CCC) Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD).

12.10.6 Applicable provisions of Title 43 CFR Part 54 and 54A, including 42 CFR Part 54 sections 54.4 – 54.8 (Nondiscrimination and Institutional Safeguards for Religions Providers)

12.11 Trafficking Victims Protection Act of 2000 (TVPA)

12.11.1 CONTRACTOR and its employees, subrecipients under this contract, and subcontractors employees may not:

12.11.2 Engage in severe forms of trafficking in persons during the period of time that the contract is in effect;

12.11.3 Procure a commercial sex act during the period of time that the contract is in effect; and,

12.11.4 Use forced labor in the performance of the award or sub awards under the contract.

12.12 CONTRACTOR must inform the COUNTY and DHCS immediately of any information CONTRACTOR receives from any source alleging a violation of a prohibition in subparagraph 12.10 (above).

12.13 Force Majeure

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, fright, embargo, public related utility, or governmental statutes or regulations super-imposed after the fact. If a delay or failure in performance by the CONTRACTOR arises out of default of its Subcontractor, and if such default of such Subcontractor arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without fault or negligence of either of them, the CONTRACTOR shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time

Community Human Services SUD Agreement

FY 2021-23

to permit the CONTRACTOR to meet the required performance schedule.

12.14 Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of the State DHCS, Substance Use Disorder Program Regulations.

12.15 CONTRACTOR shall comply with all provisions of the Agreement, between the State DHCS and COUNTY of Monterey which is not attached but is incorporated by this reference, and which is available to CONTRACTOR upon request, including provision not specifically set forth in this Agreement

### **13. PERSONNEL**

13.1 CONTRACTOR warrants that, during the term of this Agreement, each employee or subcontractor of CONTRACTOR providing the services described in this Agreement satisfies the professional standards and qualifications required by local, state, or federal law.

13.2 Counselor Registration and Certification. CONTRACTOR warrants that, during the term of this Agreement, each employee or subcontractor of CONTRACTOR providing the services described in this Agreement has and maintains in good standing the appropriate registration or certification for Substance Use Disorder (SUD) counseling from a State of California-approved certifying body. CONTRACTOR shall maintain in a file and within the Electronic Health Records System (EHR), available for COUNTY's review during an audit of this Agreement, a copy of the appropriate certification for SUD counseling of each employee or subcontractor providing the services described in this Agreement. Pursuant to Title 9, CCR, Division 4, Chapter 8, §13000, CONTRACTOR staff that provides counseling services shall be certified in SUD Counseling by a State-approved certifying body. Counseling services include:

- 13.2.1 Evaluating participants' SUD treatment recovery needs, including ASAM intake placement screening prior to admission, and assessment of need for treatment services at the time of admission;
- 13.2.2 Developing and updating of a treatment plan or recovery plan;
- 13.2.3 Implementing the treatment or recovery plan;
- 13.2.4 Continued assessment and treatment planning;
- 13.2.5 Individual and group counseling sessions, face-to-face interviews or counseling for families, couples and other individuals significant in the life of the participants; and
- 13.2.6 Documenting counseling activities, assessment, treatment and recovery planning, clinical reports related to treatment provided, progress notes, discharge plan and discharge summaries and all other beneficiary-related data.

13.3 Pursuant to 45 Code of Federal Regulations (CFR), §96.132(b), the CONTRACTOR shall ensure continuing education is made available to all staff who provide services or activities to Beneficiaries in such services or activities.

13.4 Professional staff must be licensed, registered, certified, or recognized under California State scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed

Practitioner of the Healing Arts includes: Physician, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and license-eligible practitioners working under the supervision of licensed clinicians. CONTRACTOR shall maintain in a file and within the Electronic Health Records System (EHR), available for COUNTY's review during an audit of this Agreement, a copy of the appropriate certification for SUD counseling of each employee or subcontractor providing the services described in this Agreement.

13.5 Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any volunteer staff and 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. CONTRACTOR shall maintain in a file or files, available for COUNTY's review during an audit of this Agreement, documentation of training received.

13.6. CONTRACTOR shall ensure that its personnel, including volunteer staff and subcontractor(s) performing services under this Agreement, shall not engage in conduct that constitutes unprofessional conduct pursuant to Business and Professions Code 4982 and 4992.3 which provides in relevant part: The board may deny a license or registration or may suspend or revoke the license or registration of a license or registrant if he or she has been guilty of unprofessional conduct. Unprofessional conduct includes, but is not limited to, the following:

(a) Engaging in sexual relations with a client, or a former client within two years following termination of therapy, soliciting sexual relations with a client, or committing an act of sexual abuse, or sexual misconduct with a client, or committing an act punishable as a sexually related crime, if that act or solicitation is substantially related to the qualifications, functions, or duties of a marriage and family therapist. Section 4992.3 provides in relevant part: The board may deny a license or a registration, or may suspend or revoke a license or registration of a licensee or registrant if he or she has been guilty of unprofessional conduct. Unprofessional conduct includes, but is not limited to, the following:

(a) Engaging in sexual relations with a client, or a former client within two years following termination of therapy, soliciting sexual relations with a client, or committing an act of sexual abuse, or sexual misconduct with a client, or committing an act punishable as a sexually related crime, if that act or solicitation is substantially related to the qualifications, functions, or duties of a marriage and family therapist.

13.7 CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., which states that all alcohol and/or drug program CONTRACTORS of services receiving funds from and through the State Department of Health Care Services provide an alcohol/drug-free workplace by doing all of the following:

13.7.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against

employees for violations of the prohibition.

13.7.2 Establishing a drug-free awareness program to inform employees about all of the following:

- 13.7.2.1 The dangers of drug abuse in the workplace.
- 13.7.2.2 The person's or organization's policy of maintaining a drug-free workplace.
- 13.7.2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
- 13.7.2.4 The penalties that may be imposed upon employees for drug abuse violations.
- 13.7.2.5 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

13.8 CONTRACTOR shall not include any message on the responsible use, if the use is unlawful, of drugs or alcohol in the provision of services under this Agreement.

13.9 CONTRACTOR shall require that smoking tobacco, e-cigarettes and vaping not be permitted in any portion of any indoor facility used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 21.

13.10 CONTRACTOR agrees that no part of any federal funds provided under this contract shall be used by the CONTRACTOR or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at <http://www.opm.gov/oca>. Substance Abuse Prevention and Treatment (SAPT) Block Grant funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SAPT Block Grant funds.

13.11 The parties mutually agree that no individual who leaves COUNTY employment and is thereafter hired or retained by CONTRACTOR to perform services shall be permitted to perform any services of any nature or kind under this Agreement or any other Agreement in which the COUNTY's Behavioral Health Bureau and/or its various clients are involved without the specific prior written consent of the COUNTY's Behavioral Health Director. Such consent shall be a matter that is entirely within the discretion of the Behavioral Health Director to give or withhold. Non-compliance with this contractual provision shall be deemed good cause for termination of the parties' Agreement under the provisions of Section 5.2.2, hereinabove.

13.12 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.

13.13 CONTRACTOR shall not employ or contract for 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 State DHCS.

13.13.1 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.

13.13.2 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>.

#### **14. PARTICIPANT FEES/REVENUE GENERATION**

14.1 Non-Drug/Medi-Cal Services. CONTRACTOR shall develop and implement fee assessment and collection policies and procedures in compliance with Section 11991.5 of the California Health and Safety Code. Client fee systems must conform to the following criteria:

14.1.1 The fee system must be equitable;

14.1.2 The fee charged must not exceed actual cost of service to the client;

14.1.3. The fee system must consider the client’s income and expenses; and

14.1.4 The DIRECTOR must approve the fee system.

14.1.5 Services shall not be denied because of a client’s ability or inability to pay.

14.2 Drug/Medi-Cal. CONTRACTOR charges no fees to Drug/Medi-Cal beneficiaries for access to Drug/Medi-Cal services or for admission to a Drug/Medi-Cal treatment slot. Proof of eligibility shall be accepted as payment in full for Drug/Medi-Cal services, except where share of cost (co-payment) requirements are noted through eligibility verification.

#### **15. RECORDS AND REPORTS**

15.1 Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, 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.

15.2 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 ten thousand dollars (\$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 (3) years after final payment under the Agreement.

15.3 COUNTY Records. When this Agreement expires or terminates CONTRACTOR shall return to COUNTY all COUNTY records, which CONTRACTOR utilized or received, from COUNTY to perform services under this Agreement.

15.4 CONTRACTOR shall notify the COUNTY upon reaching 90% of its capacity to admit individuals to the programs.

15.5 The CONTRACTOR shall furnish all data and reports required to implement the Client Data System within AVATAR established by the COUNTY. The CONTRACTOR shall submit input reports in the format and timeliness prescribed by the COUNTY.

15.6 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.

## **16. CONFIDENTIALITY**

16.1 Individual Beneficiary Records. CONTRACTOR shall maintain individual beneficiary records, which includes electronic health records. Such records shall contain all data necessary to prepare any reports reasonably required by the SUD Administrator or his/her designee or by the State DHCS during this time, CONTRACTOR agrees to provide copies of these records to the COUNTY upon request. Unless otherwise provided, CONTRACTOR shall retain all beneficiary records for adult beneficiaries for a period of ten (10) years from the expiration of this Agreement or any extension thereof, and shall retain all beneficiary records for adolescent beneficiaries for a period of ten (10) years beyond the beneficiary's eighteenth birthday. Upon closure of a facility or termination of a modality within a facility, all original beneficiary charts associated with the closed facility or terminated modality and other individual beneficiary documentation shall be transferred to COUNTY. Upon termination of the contract, all original client charts and other individual beneficiary documentation shall be transferred to COUNTY.

16.2 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.

16.3 CONTRACTOR shall maintain the confidentiality of its records, including billings and computerized records, in accordance with all applicable state and federal laws and regulations regarding confidentiality of participant records and information including but not limited to:

- Title 42, Code of Federal Regulations, Part 2, Sections 2.1 through 2.67, inclusive and 290 dd-2;
- Welfare and Institutions Code Sections 14100.2; Health and Safety Code, Division 10.5, Section 11977; and
- Title 22, California Code of Regulations, Section 51009.

16.4 CONTRACTOR shall inform all its officers, employees, and agents providing services

hereunder of said confidentiality provisions.

16.5 Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records and from contact with its clients and complainants shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Health, shall have access to such confidential information and records to the extent allowed by law and such information and records to which COUNTY has access shall remain confidential and may be disclosed only as permitted by law.

### **17. PATIENT RIGHTS**

17.1 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.).

17.2 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 E and incorporated by reference as if fully set forth herein.

### **18. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE**

18.1 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.

18.2 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.

18.3 Elder and Dependent Adult 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.

### **19. AUDITS**

19.1 CONTRACTOR shall provide two (2) copies of its audited financial statements within one hundred eighty (180) days after the end of the COUNTY's fiscal year, or close of the Contract period if shorter, unless such requirement is waived by written notice by DIRECTOR. CONTRACTOR shall conduct and submit to the DIRECTOR a copy of a certified independent audit of all expenses pursuant to this Agreement in accordance with generally accepted accounting principles, and instructions provided by COUNTY.

19.2 Providers receiving more than \$500,000 in federal substance use disorder funding are subject to the Office of Management and Budget (OMB) Circular A-133 entitled "Audits of Institutions of Higher Education and Other Nonprofit Institutions".

19.3 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. CONTRACTOR agrees to develop and implement any corrective action plans in a manner acceptable to the COUNTY in order to comply with recommendations contained in the audit report. Such corrective action plans shall include time specific objectives to allow for measurement of progress.

19.4 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.

19.5 All expenditures of state and federal funds furnished by COUNTY are subject to audit by COUNTY. Such audits shall build upon audits already performed. Objectives of such audits may include, but not be limited to, the following:

19.5.1 To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;

19.5.2 To validate data reported by CONTRACTOR for prospective contract negotiations;

19.5.3 To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records and compliance with laws and regulations;

19.5.4 To determine the cost of services, net of related patient and participation fees, third party payments, and other related revenues and funds;

19.5.5 To determine that expenditures are made in accordance with applicable federal and state laws and regulations and contract requirements; and/or

19.5.6 To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve contract objectives.

19.6 CONTRACTOR agrees to maintain and retain all appropriate service and financial records for a period of at least (3) three years after the end of each fiscal year or until any audit findings are resolved, whichever is later.

19.7 Subject to state and federal confidentiality requirements, CONTRACTOR agrees to furnish duly authorized representatives from state, federal or COUNTY government access to patient and/or client records necessary to review or audit contract services and to disclose all financial transactions that pertain to the subject services.

19.8 All budgeted funds associated with this contract must be expended for activities authorized pursuant to Title 42 USC, Section 300x-21(b) through 300x-66; and Title 45 CDR, Subpart L. shall be expended by the Contractor within each Fiscal Year. Any funds not utilized within the allotted Fiscal Year shall not be carried over to the next Fiscal year and shall be returned to the State for subsequent return to the Federal government. Contractors shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6); Title 45 CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7); and Title 45 CFR, Part 96, Section 96.30.

19.9 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.

19.10 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.

**20. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR'S YEAR-END COST REPORT SETTLEMENT**

20.1 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:

20.1.1 State Cost Report.

20.1.2 Annual Substance Use Disorder Revenue and Expenditure Reports.

20.1.3 Annual Report(s), as applicable and required by the COUNTY.

20.1.4 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 (20.1.1) through (20.1.3) above, and such cost report settlement, numbered (20.1.4) 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.

20.2 For each fiscal year, or portion thereof, that this Agreement is in effect, CONTRACTOR shall provide to the COUNTY one original and two copies of an annual cost report within sixty (60) days following the close of each fiscal year. Such cost report shall be prepared in accordance with generally accepted accounting principles and cost report forms and instructions provided by COUNTY.

20.3 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 within sixty (60) days after such termination or cancellation date.

20.4 If, as a result of the Cost Report Reconcile, any discrepancy is found between the total allowable net costs paid to the CONTRACTOR on its monthly claims and the total allowable net costs that should have been reported for the same period of time, the CONTRACTOR shall reimburse the amount of the overpayment in a single payment to the COUNTY within thirty (30) days after the COUNTY notifies the CONTRACTOR of the interim settlement with the State of California. As an alternative or supplemental remedy, the COUNTY may elect to recover all or part of the overpayment by means of an offset against any payments then or thereafter owing to the CONTRACTOR by the COUNTY under this or any other contract.

20.5 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 20 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) (are) outstanding, (2) withhold payment(s) for reimbursements payable pursuant to Exhibit B, Section 5, Subpart B and/or (3) terminate this Agreement pursuant to Section(s) 5 and/or 6. 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.

20.6 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.

## **21. DRUG FREE WORKPLACE**

21.1 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 Community Human Services SUD Agreement

FY 2021-23

drug-free workplace by doing all of the following:

21.1.1 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.

21.2 Establishing a drug-free awareness program to inform employees about all of the following:

21.2.1 The dangers of drug abuse in the workplace;

21.2.2 The person's or organization's policy of maintaining a drug-free workplace;

21.2.3 Any available drug counseling, rehabilitation, and employee assistance programs;

21.2.4 The penalties that may be imposed upon employees for drug abuse violations;

21.2.5 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.

## **22. INDEPENDENT CONTRACTOR**

22.1 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.

## **23. SUBCONTRACTING**

23.1 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).

## **24. POLITICAL ACTIVITIES PROHIBITED**

None of the funds provided directly under this Agreement shall be used for any political activities or to further the election or defeat of any candidate for public office.

**25. UNION ORGANIZING**

25.1 CONTRACTOR shall not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

25.2 No state funds received under this contract shall be used to assist, promote or deter union organizing.

25.3 CONTRACTOR shall not, for any business conducted under this 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.

25.4 If CONTRACTOR incurs cost, or makes expenditures to assist, promote or deter union organizing, CONTRACTOR shall maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and CONTRACTOR shall provide those records to the Attorney General upon request.

**26. DELEGATION AND ASSIGNMENT**

CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY, and any assignment without such consent shall automatically terminate this Agreement. Any delegation and/or assignments submitted to the COUNTY for review and approval shall be in the form of a subcontract.

**27. NOTICES**

Notices to the parties in connection with this Agreement may be given personally or by regular mail addressed as follows:

COUNTY OF MONTEREY

Katy Eckert, MBA

Behavioral Health Bureau Chief

Department of Health, Behavioral Health Bureau

1270 Natividad Road. Room 200

Salinas, CA 93906-3198

CONTRACTOR

Robin McCrae

Executive Director

Community Human Services

2560 Garden Rd. Ste 201-B

Monterey, CA 93942

(831) 424-6655

**28. AMENDMENT**

28.1 This Agreement may be amended or modified only by an instrument in writing signed by the COUNTY and the CONTRACTOR.

28.2 A response accepting or rejecting the amendment will be made by either party in writing within thirty (30) days of receiving a request for an amendment.

28.3 In the event of changes in the law that affect provisions of this Agreement, the parties agree to amend the affected contract provisions to conform to the changes in the law retroactive to the effective date of such changes in the law. The parties further agree that the terms of this Agreement are severable and in the event of changes in the law as described above, the unaffected provisions and obligations of the Agreement will remain in full force and effect.

**29. PURCHASE OF AMERICAN MADE EQUIPMENT AND PRODUCTS**

To the greatest extent possible, all equipment and products purchased with the funds made available through this contract should be American made.

**30. USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES**

None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule 1 of Section 203 of the controlled substance Act (21 USC 812).

**31. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES**

No funds made available through this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**32. HEALTH INSURANCE AND PORTABILITY AND ACCOUNTABILITY ACT**

If any of the work performed under this Agreement is subject to the Health Insurance Portability Act of 1996, Public Law 104-191 (HIPPA), then CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPPA. CONTRACTOR and COUNTY will cooperate to determine what if an, may be impacted by HIPPA and amend this agreement if needed to assure compliance with HIPPA.

**33. AGREEMENT PREPARATION**

This Agreement has been arrived at through negotiation and neither party is to be deemed the party that prepared this Agreement within the meaning of Civil Code Section 1654.

**34. MISCELLANEOUS PROVISIONS**

34.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and shall not 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.

34.2 Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the COUNTY and the CONTRACTOR. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

34.3 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.

34.4 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

34.5 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, Community Human Services SUD Agreement

permitted assigns and heirs.

34.6 Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

34.7 Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

34.8 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

34.9 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.

34.10 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.

34.11 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.

34.12 Authority. An 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 entity and bind the party to the terms and conditions of this Agreement.

34.13 Integration. This Agreement, including the exhibits, represents 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 the COUNTY signs the Agreement.

34.14 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provision of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

34.15 Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

34.16 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.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: DocuSigned by:  
Elsa M. Jimenez  
Elsa M. Jimenez, Director of Health  
6/18/2021 | 10:16 AM PDT  
Date: \_\_\_\_\_

Community Human Services  
By: DocuSigned by:  
Robin McCrae  
Robin McCrae, Executive Director  
5/18/2021 | 2:41 PM PDT  
Date: \_\_\_\_\_

Approved as to Form DocuSigned by:  
Marina Pantchenko  
Marina Pantchenko, Deputy County Counsel  
5/19/2021 | 9:07 AM PDT  
Date: \_\_\_\_\_

By: DocuSigned by:  
Sharon Lagana  
Sharon Lagana, CFO\*  
5/18/2021 | 4:49 PM PDT  
Date: \_\_\_\_\_

Approved as to Fiscal Provisions DocuSigned by:  
Gary Giboney  
Gary Giboney, Auditor/Controller  
5/19/2021 | 3:54 PM PDT  
Date: \_\_\_\_\_

Approved as to Liability Provisions  
By: \_\_\_\_\_  
Les Girard, Risk Management  
Date: \_\_\_\_\_

INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and nonprofit corporations, the full legal name of the corporation shall be set forth above together with 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 an officer 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

**EXHIBIT A:  
PROGRAM (S) DESCRIPTION (S) AND OBJECTIVES**

---

**PROGRAM 1: RESIDENTIAL/INPATIENT SERVICES (ASAM Level 3)**

**Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.  
Business Hours- Mon-Fri, 8am to 5pm.

**Program Description**

1. Short term (length of treatment varies by individual, approximately 1-3 months), highly structured residential drug treatment for up to 28 adults. Priority admission is given to intravenous drug users and HIV+ individuals. Residential drug treatment services include:

- Room and board with 24-hour staff supervision
- Comprehensive substance abuse assessment
- Abridged mental health status exam
- Individualized treatment plan
- Medically supervised detoxification/withdrawal
- Random drug testing
- Ongoing, basic medical services, including initial examination
- Group counseling (5 times/week, facilitated by counseling staff)
- Individual counseling (minimum, 1 time/week, facilitated by counseling staff)
- Family counseling (by appointment, facilitated by counseling staff)
- Introduction to 12-step recovery programs/peer support groups
- On-site AA and NA meetings (2 per week)
- Substance abuse education
- Relapse prevention
- Discharge and Aftercare planning
- Case management
- Transportation
- Referrals/linkages to other community services
- Continuing Care Group (weekly, facilitated by counseling staff)

2. Residential Drug Treatment is structured in three (3) phases:

Phase I – Threshold (2 weeks):

Short term detoxification and stabilization coinciding with “black out period” (no unauthorized visitors/communications allowed). The goals are detoxification/withdrawal and emotional stabilization, identification of basic feelings and issues, introduction to 12-step principles, and acceptance of responsibility for one’s own recovery. Residents are

admitted to Threshold upon entry to the program. Relapse prevention begins in Threshold and continues in Phase II and Phase III.

Phase II - Core (4 weeks):

The goals of the Core Program are continued abstinence, work on treatment plan, processing of basic feelings and issues, active involvement in one's own recovery, including attendance at 12-step meetings and obtaining a sponsor. Residents begin to clarify values. Legal, financial and familial responsibilities are addressed, as well as employment and housing needs. Discharge and aftercare planning begins in Phase II and is completed in Phase III.

Phase III - Re-Entry (6 weeks):

The goal of Re-Entry is preparation for re-integration into the community with emphasis on resolving housing and employment issues, as well as identifying support for maintenance of recovery, including participation in weekly Grad Group.

### **ASAM Service Levels**

CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

### **ASAM Service Level Description**

Residential Treatment (American Society of Addiction Medicine Level 3) is a non-institutional, 24-hour non- medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when

determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

These services are intended to be individualized to treat the functional deficits identified in the American Society of Addiction Medicine Criteria (ASAM). In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. Providers and residents work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

The Medical Director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through face-to-face review or telehealth (when available) with the counselor to establish a beneficiary meets medical necessity criteria.

**The Components of Residential Treatment Services are:**

**Intake:** The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

**Individual Counseling:** Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

**Group Counseling:** Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Family Therapy: The effects of addiction are far-reaching and the patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

Patient Education: Provide research-based education on addiction, treatment, recovery and associated health risks.

Medication Services: The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem,
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

**Discharge Services (Case Management):** The process to prepare the beneficiary for referral into another level of care, post treatment returns or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Length of Stay**

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a “short-term resident” of the residential facility. The length of residential services ranges from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. The average length of stay for residential services is 30 days. Residential Services for Adults- Residential services for adults may be authorized for up to 90 days in one continuous period. One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days). Peri-natal clients may receive a longer length of stay for residential services based on medical necessity. Criminal justice offenders may receive a longer length of stay for residential services if assessed for need (e.g. up to 6 months).

### **Assessment, Referral and Admission**

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services. The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete

intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

The provider shall assure a counselor or LPHA completes a personal, medical and substance use history for each beneficiary upon admission to treatment. Assessment for all beneficiaries shall include at a minimum: Drug/Alcohol use history, medical history, family history, psychiatric/psychological history, social/recreational history, financial status history, educational history, employment history, criminal history, legal status, and previous substance use treatment history. The medical director or LPHA shall review each beneficiary's personal, medical and substance use history if assessment is completed by a counselor.

The provider shall include in its' policies, procedures, and practice, written admission and readmission criteria for determining beneficiary's eligibility and the medical necessity for treatment. These criteria shall include at minimum: DSM diagnosis, use of alcohol/drugs of abuse, physical health status, and documentation of social and psychological problems.

Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment.

#### **Admission Criteria for Residential Treatment/Withdrawal Management Services**

1. Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
2. CONTRACTOR shall give admission priority to pregnant women HIV+ and IV drug users.
3. To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and
  - a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - a. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
  - b. Be free from communicable diseases which require reporting by Title 17, California Administrative Code, Section 2500.
4. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
5. No person shall be admitted who, on the basis of staff judgment:
  - a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or
  - b. Requires an immediate medical evaluation or care by a licensed physician.

If a client meets the aforementioned criteria for admission into residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services, CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

### **Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis House is licensed for 36 beds: 28 co-ed residential drug treatment beds and 8 perinatal residential drug treatment beds.
2. Provide the following estimated residential services and bed days per Fiscal Year (FY) to continuously enrolled Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.

<b>FY 2020-21 and 2022-23</b>	<b>UOS per FY</b>
Residential Services (3.1)	4,824
Residential (3.1) Board and Care	4,824
Residential Services (3.5)	1,600
Residential (3.5) Board and Care	1,600
Residential Service-Case Management (3.1, 3.2, 3.5 and Peri)	42,067 (mins)

### **Target Population**

Monterey COUNTY men and women, age 18 years or older with primary addiction to drug(s). Intravenous drug users and HIV+ clients will receive priority admission.

### **Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the COUNTY Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

### **Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

Community Human Services SUD Agreement  
FY 2021-23

## **PROGRAM 2: PERINATAL RESIDENTIAL DRUG TREATMENT**

### **Program Location**

1140 Sonoma Avenue  
Seaside, CA 93955

1146 Sonoma Avenue  
Seaside, CA 93955

1152 Sonoma Avenue  
Seaside, CA 93955

### **Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.

### **Program Description**

1. Long term (approximately 3 – 9 months, depending on medical necessity) highly structured residential drug treatment for perinatal women. Up to six (6) children (age birth to 5) may reside with their mothers in treatment.
2. Perinatal residential drug treatment is designed to provide up to nine (9) months of unique services to the women and children in the program. Perinatal residential drug treatment services include on-site childcare, coordination of prenatal, postpartum and well-baby medical care, parenting education, nutritional counseling and family planning, in addition to all the services listed under Program 1: Residential/Inpatient Services.

### **ASAM Service Levels**

CONTRACTOR will provide Level 3.1: Clinically Managed Low-Intensity Residential Services in a DHCS licensed and DHCS/ASAM designated facility consisting of 24-hour structure and support with available trained personnel and at least 5 hours of clinical service/week. This treatment setting has a primary focus on the development of interpersonal skills and strengthening recovery so that individuals are prepared for transition to outpatient treatment, a sober living environment, and/or direct reintegration into the community.

CONTRACTOR will provide Level 3.5: Clinically Managed High-Intensity Residential Services (Adult Criteria) in a DHCS licensed and DHCS/ASAM designated facility consisting of structure and support designed to serve individuals who, because of specific functional limitations, need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Many individuals placed in this level of care have significant social, behavioral and psychological problems. This treatment setting is staffed by licensed or credentialed clinical staff such as addiction counselors who work with allied health professional staff in an interdisciplinary team approach. Staff are knowledgeable about the biological and psychosocial dimensions of co-occurring substance use and mental health disorders and their treatment. Primary focus of treatment is delivery of evidence based clinical services that improve the individual's ability to structure and organize the tasks of daily living and to develop and practice prosocial behaviors within the therapeutic community.

### **ASAM Service Level Description**

Residential Treatment (American Society of Addiction Medicine Level 3) is a non-institutional, 24-hour non- medical, short-term residential program that provides rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or

Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized treatment plan.

These services are intended to be individualized to treat the functional deficits identified in the American Society of Addiction Medicine Criteria (ASAM). In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain and apply interpersonal and independent living skills and access community support systems. Providers and residents work collaboratively to define barriers, set priorities, establish goals, create treatment plans, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care.

CONTRACTOR will provide Drug Medi-Cal (DMC) Residential/Inpatient Services to Perinatal Beneficiaries in a Department of Health Care Services (DHCS) licensed residential facility that also has DMC certification and has been designated by DHCS as capable of delivering care consistent with ASAM criteria. Residential services can be provided in facilities of any size. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy, Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services. The definitions for these components are outlined in pages 4-7, Program 1: Residential/Inpatient Services.

### **Length of Stay**

Any beneficiary receiving residential services pursuant to the COUNTY Drug Medi-Cal Organized Delivery System, regardless of the length of stay, is a "short-term resident" of the residential facility. The length of residential services range from 1 to 90 days with a 90-day maximum for adults; unless medical necessity authorizes a one-time extension of up to 30 days on an annual basis. The average length of stay for residential services is 30 days. Residential Services for Adults-Residential services for adults may be authorized for up to 90 days in one continuous period. One extension of up to 30 days beyond the maximum length of stay of 90 days may be authorized for one continuous length of stay in a one-year period (365 days) Peri-natal clients may receive a longer length of stay for residential services based on medical necessity. Criminal justice offenders may receive a longer length of stay for residential services if assessed for need (e.g. up to 6 months).

### **Assessment, Referral and Admission**

Individuals requesting admission to the Residential Recovery Program may have an ASAM Criteria assessment completed by the Behavioral Health Bureau Access Team or qualified CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process and within 30 days of initial treatment. Residential Treatment Service requests originating

from the providers must be reviewed and authorized by the Behavioral Health Bureau Access Team prior to admission. Upon completion of the assessment, a pre-authorization referral packet (including the ASAM assessment) will be sent by the Provider to the Behavioral Health Bureau Access Team for review and authorization for funded services only. During the process, the COUNTY will review the DSM and ASAM Criteria to ensure that the client meets the requirements for residential services. The COUNTY will either approve or deny prior authorization for residential services within 24 hours of the prior authorization request being submitted by the provider. Residential Service referrals submitted by the Behavioral Health Bureau to the CONTRACTOR will include the submission of an electronic copy of the completed ASAM assessment. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

### **Admission Criteria for Perinatal Residential Treatment/Withdrawal Management Services**

- 1 Program participation is voluntary. To be admitted persons must meet medical necessity and the ASAM criteria for residential services.
- 2 To participate in the residential program, persons must have stated that they have an alcohol or drug problem, and a stated desire to live an alcohol and drug free life; and

- a. Be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to their recovery; and
  - b. Abstain from alcohol and mood-altering drugs, with the exception of prescribed medications which are deemed to be medically necessary; and
  - c. Be free from communicable diseases, which require reporting by Title 17, California Administrative Code, Section 2500.
3. Individuals must be free of the effects of alcohol and mood-altering drugs to the extent that they can reasonably participate in the assessment and admission process, except for allowances under 2b above
  4. No person shall be admitted who, on the basis of staff judgment:
    - a. Exhibits, or has exhibited, behavior dangerous to self, residents, staff or others; or
    - b. Requires an immediate medical evaluation or care by a licensed physician.

If a client meets the aforementioned criteria for admission into perinatal residential services and the CONTRACTOR does not have an available bed, Provider staff shall recommend a referral to outpatient services. If the CONTRACTOR does not have capacity for new referrals to their outpatient services program, Provider shall refer the client to other residential programs within the COUNTY DMC-ODS Service Provider Network that offer the same level of residential services.

For individuals who have a stated desire to recover from alcohol or drug problems, but do not meet the medical necessity/ASAM criteria for admission or continued placement in any of the COUNTY DMC-ODS services, CONTRACTOR will "provide referrals to supportive services within the community, including 12-step recovery support groups.

**Service Objectives**

1. Operate and maintain a State certified residential drug treatment program in accordance with State Department of Health Care Services license regulations. Genesis Residential Center is licensed for 8 perinatal residential drug treatment beds.
2. Contracted Capacity and Estimated Occupancy:  
Provide the following estimated residential services and bed days to continuously enrolled Perinatal Drug/Medi-Cal eligible clients. Residential Day is defined as a calendar day, which is marked as having the client’s control of the bed during an overnight period.

<b>FY 2021-22 and FY 2022-23</b>	<b>UOS per FY</b>
Perinatal Residential	100
Perinatal Residential Board and Care	100

**Target Population**

Pregnant and parenting women who are residents of Monterey COUNTY and age 18 years or older with primary addiction to drug(s). Priority admission is given to pregnant women, intravenous drug users and HIV+ women.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the COUNTY

Behavioral Health Services Director. Services will not be denied because of an individual’s inability to pay

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 3: Withdrawal Management (ASAM Level 3.2-WM)**

**Program Location**

1140 Sonoma Avenue Seaside, CA 93955	1146 Sonoma Avenue Seaside, CA 93955	1152 Sonoma Avenue Seaside, CA 93955
---	---	---

**Hours of Operation**

Services are provided on a 24-hour, 7-day a week basis.

**ASAM Service Level**

CONTRACTOR will provide Level 3.2 WM: Clinically Managed Residential Withdrawal Management Services in a DHCS licensed Residential Facility with Detox Certification consisting of 24-hour structure and clinically managed support with medical evaluation and consultation services available 24 hours a day. This treatment setting has a primary focus on serving individuals who are experiencing moderate withdrawal symptoms but need 24-hour supervision and support to complete withdrawal management and increase likelihood of continuing treatment or recovery.

**ASAM Service Level Description**

Withdrawal Management services are provided in a continuum of WM services as per the five levels of WM in the ASAM Criteria when determined by a Medical Director or Licensed Practitioner of the Healing Arts as medically necessary and in accordance with an individualized client plan. Each beneficiary shall reside at the facility if receiving a residential service and will be monitored during the detoxification process. Medically necessary habilitative and rehabilitative services are provided in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber, and approved and authorized according to the state of California requirements

CONTRACTOR will provide Drug Medi-Cal Withdrawal Management services to beneficiaries at a facility that is licensed by DHCS, maintained and operated to provide 24-hour, residential, non-medical, withdrawal management services. Services shall be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be staffed by appropriately credentialed personnel who are trained and competent to implement physician approved protocols for patient observation and supervision, determination of appropriate level of care, and facilitation of of the patients transition to continuing care. All services provided to clients are bi-lingual English/Spanish.

**Withdrawal Management Services will include the following components:**

1. Intake and assessment including the diagnosis of substance use disorders and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.
2. Observation: The process of monitoring the beneficiary's course of withdrawal, to be conducted as frequently as deemed appropriate for the beneficiary and the level of care the beneficiary is receiving. This may include but is not limited to observation of the beneficiary's health status.
3. Medication Services: The prescription or administration related to substance use disorder treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within their scope of practice or license.
4. Discharge Services: The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

**Length of Stay**

Withdrawal Management Services continue until withdrawal signs/symptoms are sufficiently resolved so that the individual can be safely managed at a lower level of care; the individuals signs/symptoms have failed to respond to this level of treatment necessitating transition to a more intensive level of Withdrawal Management treatment, or the individual is unable to complete this level of treatment, despite adequate involvement in treatment services, due to coexisting treatment variables such as significant mental health issues which would necessitate transfer to a more intense level of care and/or involvement in additional clinical services to concurrently address mental health symptoms.

**Assessment, Referral and Admission**

Individuals requesting Residential Withdrawal Management Services may have an ASAM assessment completed by the Behavioral Health Bureau or CONTRACTOR staff. CONTRACTOR shall complete an intake/ASAM assessment for self-referred clients. Provider staff will determine medical necessity and appropriate ASAM level of care during the assessment process. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The COUNTY has an internal grievance process that allows a beneficiary, or CONTRACTOR on behalf of the beneficiary, to challenge a denial of coverage of services or denial of payment for services by the COUNTY. The Department

of Health Care Services will provide beneficiaries access to a state fair hearing process. Clients who do not receive a referral for a mental health screening prior to arriving at a residential facility will be encouraged by the CONTRACTOR to contact the toll-free Access line for screening and a possible referral for a mental health assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine if residential withdrawal management treatment services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for residential services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed.

### **Service Objectives**

1. **In FY 2021-22**, an estimated **1,500** 3.2 WM: Clinically Managed Residential Withdrawal Management services and **1,500** 3.2 WM board and care days will be provided to approximately **90** clients. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.  
**In FY 2022-23**, an estimated **1,500** 3.2 WM: Clinically Managed Residential Withdrawal Management services and **1,500** 3.2 WM board and care days will be provided to approximately **90** clients. A Residential Day is defined as a calendar day, which is marked as having the client's control of the bed during an overnight period.
2. At the time of discharge from withdrawal management services, **100%** of the residents' withdrawal signs and symptoms will be sufficiently resolved so that the resident can be safely managed at less intensive level of care such as residential or outpatient treatment services.
3. At the time of discharge from withdrawal management services, **80%** of the residents will be referred/linked to essential supportive/recovery services so that they may successfully reenter into the community.

4. Program staff providing services will be trained in the use of Evidence Based Practices (EBPs) including but not limited to two EBPs such as: Motivational Interviewing, Seeking Safety, Trauma Informed Seeking Safety, and Assessment to Change: Effective Strategies for Serving Justice-Involved Consumers in Behavioral Health services.

**Target Population**

The program is designed for men and women, 18 years and older who are in need of residential withdrawal management services. The program's mission is to target its services toward the individual seeking recovery as well as his environment, which includes family, significant others, employers, and the general community. CONTRACTOR shall give admission priority to pregnant women, HIV+ and IV drug users.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual's inability to pay.

**Designated Program Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-6383

**PROGRAM 4: OPIOID (NARCOTIC) TREATMENT PROGRAM (ASAM OTP Level 1)**

**Program Location**

1083 South Main Street  
Salinas, CA 93901

**Hours of Operation**

Weekdays: 6am-2:30pm  
Weekends and Holidays: 7am-9:30am (dosing only)

**Program Description**

CONTRACTOR will provide Narcotic Treatment Program services, including the provision of methadone, buprenorphine, disulfiram and/or naloxone as prescribed by a physician, to Beneficiaries to alleviate the symptoms of withdrawal from narcotics; and other activities and services provided in compliance with CCR, Title 9, Division 4, Chapter 4, beginning with §10000. CONTRACTOR's physician determines continued participation in the maintenance program.

**ASAM Service Level Description**

Contractor will provide Drug Medi-Cal Opioid (Narcotic) Treatment Services to COUNTY beneficiaries in a State Department of Health Care Services licensed OTP facility. Medically necessary services are provided in accordance with an individualized treatment plan determined by a licensed physician or licensed prescriber and approved and authorized according to the State of California requirements. NTPs/OTPs are required to offer and prescribe medications to patients covered under the DMC-ODS formulary including methadone, buprenorphine, naloxone and disulfiram. A patient must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided based on medical necessity.

**The Components of Opioid (Narcotic) Treatment Programs are:**

**Intake:** The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

**Individual Counseling:** Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

**Group Counseling:** Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

**Family Therapy:** The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

**Patient Education:** Provide research-based education on addiction, treatment, recovery and associated health risks.

**Medication Services:** The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

**Collateral Services:** Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

Crisis Intervention Services: Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. “Crisis” means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary’s emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed.
- Goals to be reached which address each problem.
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals.
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary’s substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

Medical Psychotherapy: Type of counseling services consisting of a face- to- face discussion conducted by the Medical Director of the NTP/OTP on a one- on-one basis with the patient.

Discharge Services (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment returns or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Admission Criteria**

1. Client must be age 18 years or older (proof of birth date required).
2. Client must agree to provide a urine test that substantiates addiction to heroin or opiate like substances.
3. Client must have been assessed a medical judgment for physiologic dependence of approximately most of one year (6 months + 1 day) prior to admission date
4. Penal documentation - Client who have resided in a penal institution for one month or more - must be admitted within 6 months after discharge - without being in withdrawal but must be eligible prior to incarceration.
5. Must have laboratory tests for Tuberculosis and Syphilis.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome and interpreters will be utilized as needed. CONTRACTOR shall give admission priority to pregnant women, HIV + and IV drug users.

If a client meets the aforementioned criteria for admission to narcotic treatment program services and the CONTRACTOR does not have available capacity, CONTRACTOR shall refer the client to another NTP program within the COUNTY DMC-ODS Service Provider Network that offer the same level of NTP services.

### **Service Objectives**

1. Operate and maintain a State licensed, Drug/Medi-Cal certified outpatient narcotic treatment program in accordance with all applicable State and Federal laws.
2. Provide the estimated Narcotic Treatment Program (NTP) units of service per FY 2021-23 as specified in the table below to those individuals continuously enrolled in the program.

<b>Program 4</b>	<b>UOS per FY</b>
NTP Methadone Dosing (DMC)	70,207
NTP Methadone Dosing (DMC)- Peri	1,170
NTP Individual Counseling (DMC)	245,006
NTP Group Counseling (DMC)	2,958
NTP Individual Counseling (DMC)- Peri	8,564
NTP Group Counseling (DMC)- Peri	584
NTP Case Management	88,770
Disulfiram	895
Disulfiram Peri	152
Buprenorphine	663
Buprenorphine Peri	501
Narcan	143
Narcan Peri	10

### **Target Population**

Medi-Cal eligible adults age 18 years or older with primary addiction to heroin or other opioid addicted individuals in Monterey County (including temporary transfers) who wish to stabilize

and decrease their addiction through their participation in an opioid treatment program. Priority admission is given to pregnant, HIV+ and IV drug users.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Health Services Director. Services will not be denied because of an individual’s inability to pay.

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 5: DRUG AND ALCOHOL INTERVENTION SERVICES FOR YOUTH PROGRAM (DAISY)**

**Target Population**

At-risk Monterey County youth and their families are the population of focus. Services are available for substance-abusing, pre-delinquent youth (including status offenders, pre-court, probation without wardship, first time offenders, etc.) who are primarily in grades 7 – 12 through the Drug and Alcohol Intervention Services for Youth program (DAISY).

**Program Description**

1. Employment of one (1) full-time bilingual/Spanish counselor, to provide counseling and case management and assess referrals for eligibility and suitability for services for qualified court-involved youths, utilizing funding from the Juvenile Justice Crime Prevention Act (JJCPA).
2. The program uses the *Seven Challenges curricula*.
3. Collaborate as necessary with other agencies involved in the Silver Star Youth Program.
4. Participate in team meetings with school, Probation, or other relevant staff, when necessary as well as attend collaborative meetings to coordinate the overall implementation of the JJCPA programs.
5. Communicate regularly with Probation regarding cash management, program implementation, records or whatever necessary to determine the effectiveness and outcomes of this project.

**Service Objectives**

In FYs 2021-22 and 2022-23, provide services for an estimated 30 clients per year, for an estimated **630** units of service per year (individual and group counseling).

**Designated Contract Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Manager  
Substance Use Disorder Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd. Salinas, CA 93906  
(831) 755-6383

**PROGRAM 6: OUTPATIENT SERVICES (ASAM Level 1)**

**Program Locations:**

- 1087 South Main Street, Salinas, CA 93901
- 2560 Garden Rd., Ste.201 A, Monterey, CA 93940

**Hours of Operation**

8:00 am to 5:00 pm. Monday through Friday.

**Program/ASAM Service Level Description**

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided by a licensed professional or a registered or certified counselor in any appropriate setting in the community.

CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

**Program Description**

Long term 3-4 months- structured drug and alcohol treatment program providing individual, family and group counseling and educational groups in an outpatient setting. Treatment needs are assessed at time of intake and can vary from three to five sessions per week.

*Community Human Services Outpatient Treatment Program will provide the following services:*

- Intake and Screening

Community Human Services SUD Agreement  
FY 2021-23

- Assessment
- Medical Assessment/Physical Examination
- Individualized case management
- Group Counseling
- Individual Counseling
- Family Counseling
- Addiction and Recovery Information
- 12 Step Program facilitation
- Relapse Prevention
- Individualized Treatment Planning
- Trauma Counseling and Groups
- Communicable Illness Education
- Toxicology drug Screening
- Discharge Planning
- Referrals to community Resources

### Continuing Care Support Groups **Program/ASAM Service Level Description**

Outpatient Services (ASAM Level 1) Counseling services are provided to beneficiaries (up to 9 hours a week for adults, and less than 6 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Services can be provided by a licensed professional or a registered or certified counselor in any appropriate setting in the community.

CONTRACTOR will provide Drug Medi-Cal Outpatient services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA).

### **The components of Outpatient Services are:**

**Intake:** The process of determining that a beneficiary meets the medical necessity criteria and beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for substance use disorder treatment.

**Individual Counseling:** Contacts between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service and are reimbursed without distinction.

**Group Counseling:** Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

**Family Therapy:** The effects of addiction are far-reaching and patient's family members and loved ones also are affected by the disorder. By including family members in the treatment process, education about factors that are important to the patient's recovery as well as their own recovery can be conveyed. Family members can provide social support to the patient, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

**Patient Education:** Provide research-based education on addiction, treatment, recovery and associated health risks.

**Medication Services:** The prescription or administration of medication related to substance use treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services and/or order laboratory testing within their scope of practice or licensure.

**Collateral Services:** Sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

**Crisis Intervention Services:** Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

**Treatment Planning:** The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or significant event that would then require a new treatment plan. The treatment plan shall include:

- A statement of problems to be addressed,
- Goals to be reached which address each problem
- Action steps which will be taken by the provider and/or beneficiary to accomplish identified goals,
- Target dates for accomplishment of action steps and goals, and a description of services including the type of counseling to be provided and the frequency thereof.
- Treatment plans have specific quantifiable goal/treatment objectives related the beneficiary's substance use disorder diagnosis and multidimensional assessment.
- The treatment plan will identify the proposed type(s) of interventions/modality that includes a proposed frequency and duration.
- The treatment plan will be consistent with the qualifying diagnosis and will be signed by the beneficiary and the Medical Director or LPHA.

**Discharge Services** (Case Management): The process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services

### **Length of Stay**

Duration of the program is dependent upon the nature of an individual's presenting problems, history

of abuse/addiction, and ongoing review of medical necessity criteria. The client attends two (2) to three (3) times weekly and the service the client receives is based on individualized recovery goals. Duration of the recovery support program averages four (4) months. The program will offer group-counseling sessions designed to focus on problem-recognition, self-esteem enhancement, interpersonal skill building, recovery management, stress management, and relapse prevention. Parenting issues and needs will also be addressed in groups focusing on parenting-skills, child growth and development, home management, nutrition, bonding, and effective discipline.

**Assessment, Referral and Admission:**

Individuals requesting admission to the Outpatient Program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for outpatient services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome, and interpreters will be utilized as needed. Pregnant, HIV + and/or IV-drug users will receive priority admission.

**Target Population**

Men and women 18 years of age to 65 years of age who have met the diagnostic criteria in DSM V/ICD10 for a substance abuse disorder and the ASAM placement criteria. Applicants have also met the admission criteria for Community Human Services Outpatient Treatment program.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

**Service Objectives**

1. Operate and maintain a State certified alcohol and drug program in accordance with Department of Health Care Service's certification standards.
2. CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients per FY:

<b>Program 6: Outpatient Services</b>	<b>UOS per FY (Mins)</b>
Outpatient Individual Counseling	103,000
Outpatient Group Counseling	45,300
Outpatient Case Management	32,178
MAT Med Support or Physician Time (IOT and ODF)	1,200

3. Establish an outpatient treatment program that will reduce the negative impact of substance abuse on the individual and family.
4. Establish and maintain a broad spectrum of treatment services to address the diverse treatment needs of men and women.
5. Develop and establish an outpatient program that will empower clients in the collaborative treatment plan development process by matching treatment options and decisions based on the Participant's individual needs.
6. Treatment will be easily accessible and available to all clients needing services who meet the diagnostic criteria for admission.
7. Treatment planning and case management services will address each participant's level of need for appropriate stabilization and ongoing care.

**Designated Contract Monitor**

Andrew B. Heald,  
 Substance Use Disorder Services Manager  
 Substance Use Disorder Administrator  
 Monterey County Behavioral Health  
 1270 Natividad Rd. Salinas, CA 93906  
 (831) 755-6383

Community Human Services SUD Agreement  
 FY 2021-23

## **PROGRAM 7: INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)**

### **Program Locations**

1087 South Main Street, Salinas, CA 93901  
2560 Garden Rd., Ste.201 A, Monterey, CA 93940

### **Hours of Operation**

The program will operate from 8:00 A. M. to 5:00 P. M. Monday through Friday.  
Evening Groups as needed.

### **Program/ASAM Service Level Description**

Intensive Outpatient Treatment (ASAM Level 2.1) structured programming services are provided to beneficiaries (a minimum of nine hours with a maximum of 19 hours a week for adults, and a minimum of six hours with a maximum of 19 hours a week for adolescents) when determined by a Medical Director or Licensed Practitioner of the Healing Arts to be medically necessary and in accordance with an individualized client plan. Lengths of treatment can be extended when determined to be medically necessary. Services consist primarily of counseling and education about addiction-related problems. Services can be provided by a licensed professional or a certified counselor in any appropriate setting in the community. Services can be provided in-person, by telephone or by telehealth.

CONTRACTOR will provide Drug Medi-Cal Intensive Outpatient Services in accordance with applicable State and Federal laws. Program services must be provided within facilities that are certified by the State of California, operated and maintained to provide intensive outpatient treatment services. Services will be provided in an alcohol-free and drug-free environment and will support recovery or treatment for substance use disorder problems. These services are to be provided by a registered or certified substance use disorder counselor or Licensed Practitioner of the Healing Arts (LPHA) and will include the following components: Intake, Individual and Group Counseling, Family Therapy, Patient Education, Medication Services, Collateral Services, Crisis Intervention Services, Treatment Planning, and Discharge Services. The definitions for these components are outlined in pages 49-50, Program 6: Outpatient Services.

### **Length of Stay**

Duration of the program is dependent upon the nature of an individual's presenting problems, current level of multidimensional instability, history of abuse/addiction, and ongoing review of medical necessity criteria. The client attends three (3) to four (4) times weekly; services consist primarily of counseling and education about addiction-related and mental health problems. The individual's needs for psychiatric and medical treatment are determined through consultation and referrals to external support if the client remains stable and requires only maintenance monitoring. Program staff should have sufficient cross-training to understand symptoms of mental health disorders and to understand the use and effects of psychotropic medications and their effect on substance use/addictive disorders. Duration of the program averages four to six (4-6) months. Individual, Group and family Therapy is based upon motivational interviewing, enhancement, and engagement strategies to address both substance related and mental health issues that negatively impact relationships, coping skills, and sustainable recovery.

**Assessment, Referral and Admission**

Individuals requesting admission to Intensive Outpatient Services program may have an assessment completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who have been assessed by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**AB 109/Drug Court Referrals:** The COUNTY Behavioral Health Bureau AB 109/Drug Court Team will determine whether intensive outpatient services are applicable to the offender and will accept and complete the assessment process for all AB 109/Drug Court referrals received from the Probation Department or Drug Court. CONTRACTOR may not accept referrals from the Probation Department/Drug Court and may not complete intakes/assessments for AB 109/Drug Court clients presenting directly to CONTRACTOR facilities. COUNTY staff will complete an intake/ASAM assessment to determine medical necessity and appropriate ASAM level of care. During the assessment process the COUNTY will review the Diagnostic and Statistical Manual of Mental Disorders (DSM) and ASAM Criteria to ensure that the client meets the requirements for intensive outpatient services.

Admission shall not be denied on the basis of race, color, religion, sex, sexual orientation, age, national origin or disability. The above shall not preclude the program from emphasizing services for specific populations. For each individual participant, including family members or significant others, involvement with alcohol, drugs, or alcohol/drug related problems should be the primary criteria for participation. All participation shall be voluntary. All participants shall be physically and mentally capable of assuming full responsibility for their own decisions and actions in relation to recovery from alcohol and drug misuse while in the program. No individual shall be admitted who, on the basis of staff judgment, exhibits behavior dangerous to the staff or others. Treatment service locations are handicapped accessible. Visually and hearing-impaired participants are welcome, and interpreters will be utilized as needed.

**Target Population**

Access to the Intensive Outpatient Services program will be for eligible women and men who are self-referred and or referred by the Behavioral Health Bureau assessment staff. Outpatient services are provided to non-perinatal and perinatal beneficiaries. In general, these will be women and men who may also be involved with the Probation Department, Drug Court, or Department of Social Services CalWORKS programs. Many of these women and men are without custody of their children but are working toward reunification with their children and need to address their alcohol or other drug abuse and mental health issues.

CONTRACTOR will provide the following estimated outpatient sessions to Drug/Medi-Cal eligible clients per FY:

<b>Program 7: Intensive Outpatient Services</b>	<b>UOS per FY (Mins)</b>
Intensive Outpatient Individual Counseling	16,900
Intensive Outpatient Group Counseling	38,700
Intensive Outpatient Case Management	20,203

### **Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

### **Drug Medi-Cal Organized Delivery System Support Services**

#### **Recovery Services**

Recovery Services are important to the beneficiary's recovery and wellness. CONTRACTOR will provide Drug Medi-Cal Recovery Services in accordance with applicable State and Federal laws. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, beneficiaries will be linked to applicable recovery services. The treatment community becomes a therapeutic agent through which patients are empowered and prepared to manage their health and health care. Therefore, treatment must emphasize the patient's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients. Services are provided as medically necessary. Beneficiaries may access recovery services after completing their course of treatment whether they are triggered, have relapsed or as a preventative measure to prevent relapse. Recovery services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

The components of Recovery Services are:

- Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
- Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support, spiritual and faith- based support; vii.

- Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.
- Assessment and Referral

Individuals requesting Recovery Services need to have completed a treatment program; service is not to be delivered to individuals who have not completed a treatment program with one of the COUNTY's DMC-ODS network providers. Referrals may be completed by the Behavioral Health Bureau staff or CONTRACTOR. For individuals who are referred by the Behavioral Health Bureau, the referral process will include the submission of an electronic copy of the completed ASAM assessment.

**Service Objectives:** The Program will provide the following services per Fiscal Year:

1. In FY 2021-22, an estimated: **68,520 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.
2. In FY 2022-23, an estimated: **68,520 mins** of recovery services (relapse prevention/recovery monitoring) will be provided to NTP and ODF clients. Units of service consist of 15-minute increments.

**Case Management:**

The COUNTY will assist in coordinating Case Management services; CONTRACTOR will provide Drug Medi-Cal Case Management Services in accordance with applicable State and Federal laws. These services may be provided by a Licensed Practitioner of the Healing Arts or a registered or certified counselor.

Case management services are defined as a service that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community. Case management services include:

- Comprehensive assessment and periodic reassessment of individual needs to determine the need for continuation of case management services;
- Transition to a higher or lower level SUD of care; Development and periodic revision of a client plan that includes service activities;
- Communication, coordination, referral and related activities;
- Monitoring service delivery to ensure beneficiary access to service and the service delivery system; Monitoring the beneficiary's progress;
- Patient advocacy, linkages to physical and mental health care, transportation and retention in primary care services, Case management shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.

**Assessment and Delivery of Service:**

Individuals in need of case management services are most often actively involved substance use disorder treatment or in the process of being discharged from a treatment program. This service is not defined in the ASAM criteria; assessment and delivery occurs when a beneficiary is in need of a transition to a different level of substance use disorder treatment, transition to a different level of care, advocacy services such as linkage to physical or mental health care, and determination of need for ongoing substance use disorder care and services, including case management. These services may be provided by the Behavioral Health Bureau Access Team and/or the CONTRACTOR. Units of service consist of 15-minute increments. The criteria for assessments are outlined in page 8, Program 1: Residential/Inpatient Services.

**Physician Consultation Services:**

Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are not with DMC-ODS beneficiaries; rather, they are designed to assist DMC physicians with seeking expert advice on designing treatment plans for specific DMC-ODS beneficiaries.

- a. Physician consultation services are to support DMC providers with complex cases which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.
- b. COUNTY will contract with one or more physicians or pharmacists in order to provide consultation services. Physician consultation services can only be billed by and reimbursed to DMC providers

**Service Objectives:** The Program will provide the following services per Fiscal Year:

- 1. In FY 2021-22, an estimated: **2,432 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.
- 2. In FY 2022-23, an estimated: **2,432 mins** of service will be available for physician consultation services for Drug-Medi-Cal Clients. Units of service consist of 15-minute increments.

**Fees**

The program is expected to augment COUNTY funding through the generation of participant fees. The program will develop and maintain a multi-tiered fee scale to be approved by the County Behavioral Services Director. Services will not be denied because of an individual's inability to pay.

**Designated Program Monitor**

Andrew B. Heald,  
Substance Use Disorder Services Administrator  
Monterey County Behavioral Health  
1270 Natividad Rd.  
Salinas, CA 93906  
(831) 755-6383

Community Human Services SUD Agreement  
FY 2021-23

**CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES YOUTH TREATMENT GUIDELINES**

CONTRACTORS providing youth treatment services shall comply with the requirements for youth programs as contained in “Youth Treatment Guidelines 2002” until such time new Youth Treatment Guidelines are established and adopted. The Youth Treatment Guidelines may be found on the California Department of Healthcare Services Website:

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

**PERINATAL, CAL OMS DATA AND CAL OMS TREATMENT PROGRAM REQUIREMENTS:**

CONTRACTORS providing substance use disorder services shall fully participate in the California Outcome Measurement System (CalOMS) data collection and submission process and shall meet the timelines as established by the County. CONTRACTORS providing Perinatal Program services shall comply with the requirements for perinatal programs as contained in “Perinatal Practice Guidelines FY 2018-19” until such time new Perinatal Services Network Guidelines are established and adopted. The Perinatal Practice Guidelines may be found on the California Department of Healthcare Services Website:

[https://www.dhcs.ca.gov/individuals/Documents/Perinatal\\_Practice\\_Guidelines\\_FY1819.pdf](https://www.dhcs.ca.gov/individuals/Documents/Perinatal_Practice_Guidelines_FY1819.pdf)

**Medicaid Managed Care Plan**

CONTRACTORS providing substance use disorder services shall comply with the requirements contained in the Medicaid Managed Care Plan. The policy may be found on the Monterey County Behavioral Health QI website at:

<http://qi.mtyhd.org/wp-content/uploads/2014/09/108-Medicaid-Managed-Care-Plan.pdf>

**Hatch Act**

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

**No Unlawful Use or Unlawful Use Messages Regarding Drugs**

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

**Byrd Anti-Lobbying Amendment (31 USC 1352)**

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Information Access for Individuals with Limited English Proficiency**

Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

(This Space Intentionally Left Blank)

**EXHIBIT B:  
PAYMENT PROVISIONS**

---

**PAYMENT TYPE**

Cost Reimbursed up to the Maximum Contract Amount.

**Non-Drug/Medi-Cal**

1. COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community, which fall within the general services described in Exhibit A. At the end of each fiscal-year COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
2. Subject to the cost adjustment described in Section 20, COUNTY shall compensate CONTRACTOR in the following manner:
  - A. For Program 5, CONTRACTOR shall bill COUNTY one- twelfth of the annual amount, monthly, in advance on Exhibit C. At the end of each fiscal year, COUNTY may make adjustments to the negotiated rate in accordance with the procedures set forth in Section 20 of this Agreement.
  - B. CONTRACTOR shall develop a fee schedule in accordance with Section 14. Billings shall be presented to COUNTY promptly after the close of each calendar month, as required in the COUNTY Alcohol and Drug Reporting Guidelines.
3. COUNTY shall pay CONTRACTOR the following rates for the following programs:

CHS					
Program		Est. Units	Rates	FY 2021-22	FY 2022-23
5	DAISY	630		\$40,182	\$40,182
<b>TOTAL PROGRAM AMOUNT</b>				<b>\$40,182</b>	<b>\$40,182</b>

**Drug/Medi-Cal**

COUNTY shall pay CONTRACTOR for services rendered to eligible participants and to the community which fall within the general services as outlined in Exhibit A. The rates for non-Narcotic Treatment Programs (NTP) for Drug/Medi-Cal client services shall be an interim rate based upon the estimated cost and units of services, while the rates for Narcotic Treatment Programs shall be the lower of the uniform statewide daily reimbursement rate or the provider's usual and customary charge for the same or similar service. At the end of each fiscal year, COUNTY shall make adjustments for actual cost of the non-NTP programs in accordance with the procedures set forth in Section 19 of this Agreement.

COUNTY shall compensate CONTRACTOR in the following manner:

- A. For Programs 1, 2, 3, 4, 6, 7 and Recovery services and Physician Consult, services shall be invoiced to COUNTY in arrears and on a monthly basis.

B. CONTRACTOR shall bill COUNTY monthly, in arrears, on Exhibit C, attached to supporting documentation as required by COUNTY for payment.

C. COUNTY shall pay the CONTRACTOR the following rates:

Community Human Services					
PROGRAMS		Est. Units per FY	Rate per FY	FY 2021-22	FY 2022-23
1	*Residential (3.1)	4,824	\$120.75	\$ 582,498	\$ 582,498
1	*Residential Board and Care (3.1)	4,824	\$40.00	\$ 192,960	\$ 192,960
1	*Perinatal Residential	100	\$120.75	\$ 12,075	\$ 12,075
2	*Perinatal Residential Board and Care	100	\$40.00	\$ 4,000	\$ 4,000
2	*Residential (3.5)	1,600	\$135.75	\$ 217,200	\$ 217,200
1	*Residential Board and Care (3.5)	1,600	\$40.00	\$ 64,000	\$ 64,000
1	Case Mangement Residential (3.1, 3.2, 3.5, and Peri)	42,067	\$2.02	\$ 84,975	\$ 84,975
3	*Residential Withdrawl Management (3.2)	1,500	\$140.75	\$ 211,125	\$ 211,125
3	*Residential Board and Care (3.2)	1,500	\$40.00	\$ 60,000	\$ 60,000
4	NTP Methadone Dosing (DMC)	70,207	\$14.20	\$ 996,939	\$ 996,939
4	NTP Perinatal Methadone Dosing (DMC)	1,170	\$15.29	\$ 17,889	\$ 17,889
4	OTP Disulfiram	895	\$10.22	\$ 9,147	\$ 9,147
4	OTP Disulfiram Perinatal	152	\$10.37	\$ 1,576	\$ 1,576
4	OTP Buprenorphine	668	\$29.06	\$ 19,412	\$ 19,412
4	OTP Buprenorphine Perinatal	511	\$33.90	\$ 17,323	\$ 17,323
4	OTP Narcan	143	\$144.66	\$ 20,686	\$ 20,686
4	OTP Narcan Perinatal	10	\$144.66	\$ 1,447	\$ 1,447
4	NTP Individual Counseling (DMC)	245,006	\$1.67	\$ 409,160	\$ 409,160
4	NTP Perinatal Individual Counseling (DMC)	8,564	\$2.38	\$ 20,382	\$ 20,382
4	NTP Group Counseling (DMC)	2,958	\$0.38	\$ 1,124	\$ 1,124
4	NTP Perinatal Group Counseling (DMC)	584	\$0.61	\$ 356	\$ 356
4	NTP Case Management DMC)	88,770	\$2.02	\$ 179,315	\$ 179,315
6	ODF Individual Counseling	103,000	\$3.23	\$ 332,690	\$ 332,690
6	ODF Group Counseling	45,300	\$3.23	\$ 146,320	\$ 146,320
6	ODF Case Management	32,178	\$2.02	\$ 65,000	\$ 65,000
7	Intensive Outpatient Services Individual Counseling	16,900	\$3.23	\$ 54,587	\$ 54,587
7	Intensive Outpatient Services Group Counseling	38,700	\$3.23	\$ 125,001	\$ 125,001
7	Intensive Outpatient Services-Case Management	20,203	\$2.02	\$ 40,810	\$ 40,810
	MAT Med Support or Physician Time (IOT and ODF)	1,200	\$5.70	\$ 6,840	\$ 6,840
	Recovery Services/Relapse Prevention/Recovery Monitoring	68,520	\$2.89	\$ 198,024	\$ 198,024
	Physician Consult	2,432	\$5.70	\$ 13,863	\$ 13,863
<b>TOTAL DRUG / MEDI-CAL PROGRAMS</b>				<b>\$ 4,106,724</b>	<b>\$ 4,106,724</b>
<i>* Rates Increased due to COVID subject to change once COVID Flexibility ends.</i>					

#### 4. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible non-NTP services funded by Drug Medi-Cal funds, SAPT funds, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. NTP services shall be reimbursed at the lower of the uniform statewide daily reimbursement rate or the provider's usual and customary charge for the same or similar service. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-COUNTY and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for substance abuse treatment and/or alcohol and other drug prevention services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the providers submitted budget for the program. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section 3. Said amounts shall be referred to as the "Maximum Obligation of COUNTY," as identified in this Exhibit B, Section 5.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Drug Medi-Cal funds, SAPT funds, or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Drug Medi-Cal Funded Program(s), CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Drug/Medi-Cal or are not Drug/Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit C, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service. See Section 3, 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 C, 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](mailto:MCHDBHFinance@co.monterey.ca.us)

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason

for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

J. COUNTY may withhold claims for payment to CONTRACTOR for delinquent amounts due to COUNTY as determined by a Drug/Medi-Cal Disallowance Report, Cost Report or Audit Report settlement resulting from this or prior years' Agreement(s). CONTRACTOR agrees to reimburse COUNTY for any state, federal, or COUNTY audit exceptions resulting from noncompliance herein on the part of CONTRACTOR or any subcontractor.

K. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify CONTRACTOR in writing of such certification and shall specify the reason for it. If CONTRACTOR desires to contest the certification, CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after CONTRACTOR’S receipt of COUNTY’S 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. Any costs incurred for dispute resolution will be split evenly between CONTRACTOR and COUNTY.

**5. 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 **\$8,293,816** for services rendered under this Agreement.

B. Maximum Annual Liability:

<b>COMMUNITY HUMAN SERVICES: SUD Agreement</b>	
FY 2021-22 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	<b>\$4,146,908</b>
FY 2022-23 TOTAL ESTIMATED ANNUAL CONTRACT AMOUNT	<b>\$4,146,908</b>
<b>TOTAL AGREEMENT MAXIMUM LIABILITY</b>	<b>\$8,293,816</b>

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.

## 6. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Drug/Medi-Cal claims files, contractual limitations of this Agreement, annual cost, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget and Revenue Report provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. All requests for budget amendments must be submitted prior to March 31 of the current Fiscal Year period. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Administrative Overhead: CONTRACTOR shall not exceed by more than fifteen (15%) percent costs for administrative fees.

E. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

F. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Drug/Medi-Cal claims, and billing system data.

**7. 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.

**8. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX MEDICAID SERVICES**

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Drug/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Drug/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Drug Medi-Cal Organized Delivery System Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Drug/Medi-Cal claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Drug MC-Organize Delivery System (ODS) Plan, shall submit to the State in a timely manner claims for Drug/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Drug/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Medicaid Administrative Activities by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Medicaid, subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section V (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Prohibition on Duplicate Billing- In no event shall CONTRACTOR bill COUNTY for a portion of service costs for which CONTRACTOR has been or will be reimbursed from other contracts, grants or sources.

L. Nothing in this Section 8 shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**9. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Medicaid, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal service/activities specified in this Agreement.

C. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of Drug Medi-Cal beneficiaries without deducting those fees from the cost of providing those Drug/Medi-Cal services for which fees were paid.

D. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of Non Drug/Medi-Cal, Drug/Medi-Cal services/activities specified in this Agreement.

E. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Drug Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Drug/Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

## **10. 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.”

## EXHIBIT C – SUD Cost Reimbursement Invoice

<b>Contractor :</b> Community Human Services	<b>Invoice Number :</b>
<b>Address Line 1</b> P.O. Box 3076	<b>County PO No. :</b>
<b>Address Line 2</b> Monterey, CA 93942	<b>Invoice Period :</b>
<b>Tel. No.:</b> 831.658.3811	
<b>Fax No.:</b> 831.658.3815	
<b>Contract Term:</b> FY 2021-22	<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>
<b>BH Division :</b> Substance Use Disorder Services	<b>BH Control Number</b>

Service Description	Program ID	Rate of Reimbursement per Unit	Total Contracted UOS FY 2021-22	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Methodone dose						0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
Perinatal Methodone dose						0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
NTP Individual Counseling							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
NTP Perinatal Individual Counseling							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
NTP Group Counseling							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
NTP Peri Group Counseling							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
NTP Case Management							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
OTP Disulfurim							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
OTP Disulfurim- Perinatal							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
OTP Buprenorphine							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
OTP Buprenorphine- Perinatal							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
OTP Narcan							0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
OTP Narcan- Perinatal						0	0	#DIV/0!	\$ -	\$ -		\$ -	\$ -	#DIV/0!
<b>TOTALS</b>			0	0	0	0	0	#DIV/0!	\$0	0.00	0.00	0.00	\$0	#DIV/0!

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_ Chief Financial Officer

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

Send to: [MCHDBHfinance@co.monterey.ca.us](mailto:MCHDBHfinance@co.monterey.ca.us)  
 Behavioral Health Claims Section

Behavioral Health Authorization for Payment

\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Date

**EXHIBIT D - 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.*, 42 CFR Part 2, Health and Safety Code §120980, Civil Code 56.10 and HIPAA/HITECH.

“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:  
  
67F0E5A2E2FB4D/  
\_\_\_\_\_  
*Signature of Authorized Representative*  
5/18/2021 | 2:41 PM PDT  
\_\_\_\_\_  
*Date*

Community Human Services  
\_\_\_\_\_  
*Business Name of Contractor*  
Robin McCrae  
\_\_\_\_\_  
*Name of Authorized Representative (printed)*  
Executive Director  
\_\_\_\_\_  
*Title of Authorized Representative*

## EXHIBIT E - 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.

C.

Contractor's Business Name:	Community Human Services		
Name of Contractor's Designee:	Robin McCrae		
Title of Designee:	Executive Director		
Street:	2560 Garden Rd. Ste. 201		
City:	Monterey	State:	CA   Zip: 93942
IRS Employer Identification Number:			
I certify that the above information is complete and correct to the best of my knowledge and belief.			
<div style="display: flex; align-items: center; justify-content: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"> <small>DocuSigned by:</small>    <small>67F0E5A2E2FB4D7...</small> </div> </div>			
Signature of Contractor:		Date: <u>5/18/2021</u>   2:41 PM PDT	

## **EXHIBIT F - 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 and know about and respect cultural and ethnic differences. They adapt their skills to meet each 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 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 to 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 25%).
- Developing recruitment, hiring, and retention plans that are reflective of the target 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.
- Offer services in Spanish and other necessary languages (such as Tagalog) for at least 50% of all services.

**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.*

(Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities pg 9)

*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 Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a cultural competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish and Tagalog); 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 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 an emotional 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 clients; staff that is knowledgeable of cultural and ethnic

differences and needs and is able and willing to respond to them in an appropriate and respectful manner.

4. Support the county’s goal to reduce disparities to care by increasing access and 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 and evaluation (County Goal: 25%).
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 Behavioral Health Director or designee to monitor progress and outcomes and report regularly to Behavioral Health coordinating bodies on the progress and outcome(s) of the project.
8. As appropriate, participate in cultural competency trainings 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 Human Services

*Business Name of Contractor*

Robin McCrae

*Name of Authorized Representative (printed)*

Executive Director

*Title of Authorized Representative*

DocuSigned by:  
  
 67F0E5A2E2FB4D7...

*Signature of Authorized Representative*

5/18/2021 | 2:41 PM PDT

*Date*

## **EXHIBIT G: 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 Human Services** (“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;

(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;

(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.

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.

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.

Community Human Services\_SUD Agreement

FY 2021-23

Page 75

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:

Community Human Services  
2560 Garden Rd. Ste. 201-B  
Monterey CA 93940  
Attn: Robin McCrae, Executive Director  
Tel: (831) 68-3811

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

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**

**CONTRACTOR NAME**

By: DocuSigned by:  
Elsa M Jimenez  
C7A30BA59CA8423...

By: DocuSigned by:  
Robin McCrae  
67F0E5A2E2FB4D7...

Print Name: Elsa M. Jimenez

Print Name: Robin McCrae

Print Title: Director of Health

Print Title: Executive Director

Date: 6/18/2021 | 10:16 AM PDT

Date: 5/18/2021 | 2:41 PM PDT

BAA- Health Department Revised 12/12/2014

## EXHIBIT H: BUDGET AND EXPENDITURE REPORT

CONTRACTOR'S NAME							
BUDGET AND EXPENDITURE REPORT							
For Monterey County - Behavioral Health							
Fiscal Year _____							
Program Name:					AVATAR Program(s):		
Unduplicated Number of Clients Served:					Address:		
	Service Description	Mode of Service	Service Function Code	Total Units of Service	Amount Due from the COUNTY	Estimated Medical Units of Service	Estimated Federal Financial Participation (FFP) Revenue
							\$
							\$
					Approved Budget	Actual for 6 Months	Actual Year-to-Date
<b>A. PROGRAM REVENUES</b>							
Monterey County Funds (Monterey County's Use):							
<b>Provisional Rates</b>							
	Estimated Federal Financial Participation (FFP)				\$ -		
<b>Cash Flow Advances</b>							
					\$ -		
<b>Total Requested Monterey County Funds</b>					\$ -	\$ -	\$ -
<b>Other Program Revenues</b>							
<b>TOTAL PROGRAM REVENUES (equals Allowable Costs)</b>					\$ -	\$ -	\$ -
<b>B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this A agreement. Expenditures should be reported within the cost categories list. CONTRACTOR IS</b>							
<b>I. Direct Cost Centers - a direct cost, as defined in OMB A-57, is a cost that can be identified specifically with a particular final cost objective.</b>							
<b>A. Mode Costs (Direct Services)</b>					Approved Budget	Actual for 6 Months	Actual Year-to-Date
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)						
2	Payroll taxes						
3	Employee benefits						
4	Workers Compensation						
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)						
6	Temporary Staffing						
7	Flexible Client Spending (please provide supporting documents)						
8	Travel (costs incurred to carry out the program)						
9	Employee Travel and Conference						
10	Communication Costs						
11	Utilities						
12	Cleaning and Janitorial						
13	Maintenance and Repairs - Buildings						
14	Maintenance and Repairs - Equipment						
15	Printing and Publications						
16	Memberships, Subscriptions, and Dues						
17	Office Supplies						
18	Postage and Mailing						
19	Medical Records						
20	Data Processing						
21	Rent and Leases - equipment						
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)						
23	Taxes and assessments (Please identify the property address and method of cost allocation)						
24	Interest in cases completed local (please identify the property address and method of cost allocation)						
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)						
26	Audit Costs and related services (Audits required by and concluded in accordance with the Single Audit Act (OMB Circular A-133))						
27	Miscellaneous (please provide details)						
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)						
29	<b>Total Mode Costs</b>				\$ -	\$ -	\$ -
<b>II. ADMINISTRATIVE COSTS - the allocation base must reasonably represent the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation base used and the service</b>							
30	Salaries and Benefits						
31	Supplies						
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.						
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)						
34	<b>Total Administrative Costs</b>				\$ -	\$ -	\$ -
35	<b>TOTAL DIRECT COSTS</b>				\$ -	\$ -	\$ -

**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 15<sup>th</sup> for the fiscal year ending on the previous June 30<sup>th</sup> 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:

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) 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 V (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.

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 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.

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. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from

COUNTY.

F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section 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.

**V. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. paid in one cash payment by CONTRACTOR to COUNTY;
2. deducted from future claims over a period not to exceed six (6) months;
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.



# Monterey County

**Item No.41**

## Board Report

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

**Legistar File Number: A 22-433**

**August 23, 2022**

**Introduced:** 8/1/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and the City of Marina (City) for the use of the Animal Services Center and the provision of other animal services for the term retroactive to July 1, 2022 through June 30, 2024; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and the City of Marina (City) for the use of the Animal Services Center and the provision of other animal services for the term retroactive to July 1, 2022 through June 30, 2024; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**SUMMARY/DISCUSSION:**

The Monterey County Health Department's Animal Services Program (County) is responsible for providing animal control services in the unincorporated areas of Monterey County. It also operates an Animal Services Center located at 160 Hitchcock Road, Salinas, California that offers an array of services, including but not limited to shelter, veterinary, quarantine, and licensing services.

The City of Marina desires to contract with the County for the provision of animal sheltering services at the Animal Services Center. The Marina Police Department Commander submitted the agreement to the City Clerk for approval. Though delayed, the approval was granted and submitted for execution after the service date, resulting in this retroactive agreement term. The services to be provided to the City of Marina by the County include sheltering of stray and surrendered domestic animals and providing rabies testing for animals to rule out suspected rabies as needed. Previously, the City of Marina has contracted with the City of Salinas for these services. Due to COVID-19 and the consolidation efforts between the City of Salinas and Monterey County, all animals are currently housed in one facility. It is in the best interest of all involved to have the City of Marina contract directly with the County. This agreement aligns fees and services provided to the City of Marina with other cities that contract with Animal Services for similar services.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 1. To empower the community to improve health; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health Services. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems; and 4. Mobilize community partnerships and action to identify and solve health problems; and 6. Enforce laws and regulations that protect health and safety.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department's (HEA001-8442) Fiscal Year (FY) 2022-23 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: Cindy Burnham, Animal Services Administrator, 769-8796

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: A 22-433**

**August 23, 2022**

**Introduced:** 8/1/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and the City of Marina (City) for the use of the Animal Services Center and the provision of other animal services for the term retroactive to July 1, 2022 through June 30, 2024; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and the City of Marina (City) for the use of the Animal Services Center and the provision of other animal services for the term retroactive to July 1, 2022 through June 30, 2024; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**SUMMARY/DISCUSSION:**

The Monterey County Health Department's Animal Services Program (County) is responsible for providing animal control services in the unincorporated areas of Monterey County. It also operates an Animal Services Center located at 160 Hitchcock Road, Salinas, California that offers an array of services, including but not limited to shelter, veterinary, quarantine, and licensing services.

The City of Marina desires to contract with the County for the provision of animal sheltering services at the Animal Services Center. The Marina Police Department Commander submitted the agreement to the City Clerk for approval. Though delayed, the approval was granted and submitted for execution after the service date, resulting in this retroactive agreement term. The services to be provided to the City of Marina by the County include sheltering of stray and surrendered domestic animals and providing rabies testing for animals to rule out suspected rabies as needed. Previously, the City of Marina has contracted with the City of Salinas for these services. Due to COVID-19 and the consolidation efforts between the City of Salinas and Monterey County, all animals are currently housed in one facility. It is in the best interest of all involved to have the City of Marina contract directly with the County. This agreement aligns fees and services provided to the City of Marina with other cities that contract with Animal Services for similar services.

Legistar File Number: A 22-433

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 1. To empower the community to improve health; and 3. Ensure access to culturally and linguistically appropriate, customer-friendly, quality health Services. It also supports the following of the ten essential public health services, specifically: 1. Monitor health status to identify and solve community health problems; and 4. Mobilize community partnerships and action to identify and solve health problems; and 6. Enforce laws and regulations that protect health and safety.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

Appropriations for this Agreement are included in the Health Department’s (HEA001-8442) Fiscal Year (FY) 2022-23 Adopted Budget, and provision for it will be made in the Department’s Requested Budget for the years out.

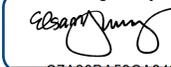
BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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: Cindy Burnham, Animal Services Administrator, 769-8796

Approved by:  
DocuSigned By:



Date: 8/8/2022 | 7:38 AM PDT

C7A30BA59CA8423...  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

*Legistar File Number: A 22-433*

---

Agreement

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

This Agreement (“Agreement”) for the use of the Animal Services Center and the provision of other animal services is between the County of Monterey, a political subdivision of the State of California (“County”), doing business as the Animal Services Division of the Department of Health, and the City of Marina (“CITY”). It is effective between July 1, 2022 and June 30, 2024. County and CITY are sometimes referred to in this Agreement as a “party” or, collectively, as “the Parties.”

**RECITALS**

WHEREAS, the COUNTY has established the Health Department Animal Services Center, located at 160 Hitchcock Road, Salinas, to shelter animals within the unincorporated areas of the county; and

WHEREAS, the CITY desires to contract with the COUNTY for the provision of services at the Animal Services Center as described below; and

WHEREAS, the COUNTY agrees to provide such services in accordance with the provisions of this Agreement, Title 8 of the Monterey County Code and applicable law.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. DEFINITIONS**

**Stray holding period**, is the averaged minimum stray holding period of 5 days that COUNTY will hold an animal with no known owner information before determining final disposition.

**Extended holding period** is the 10-day hold that COUNTY will hold an animal for either bite quarantine or official owner notification before determining final disposition.

**Domestic Animals** include cats, dogs, rabbits, guinea pigs, hamsters, pot-bellied pigs, birds, lizards, snakes, turtles or tortoises, and other similar animals customarily kept as household pets. This definition shall not be construed to include exotic animals, livestock, large animals, or wildlife.

**Exotic Animals** are any animals that are not indigenous to Monterey County, are not livestock, and are not a household pet, whether domesticated or not, or protected or not. Exotic animals include nondomestic animals, animals native to a foreign country or of foreign origin or character, or animals that are not commonly kept as pets.

**Large Animals** are all animals exceeding 200 pounds in weight.

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

**Livestock** includes every horse, ass, burro, donkey, mule, equine creature, cow, bull, steer, heifer, ox, bovine creature, llama, sheep, goat, hog, and domesticated bird not customarily kept as household pets.

**Wildlife** includes any animal that is indigenous to Monterey County, and not domesticated, protected or not. Wildlife does not include, among other animals, feral livestock, household pets or exotic animals.

**2. ANIMAL SERVICES TO BE PROVIDED BY COUNTY**

County's responsibilities for shelter and veterinary services under this Agreement do not apply to exotic animals, large animals, livestock, or wildlife.

A. Program Management and Administration

COUNTY shall manage and administer the Animal Services Center to provide appropriate facilities, staffing, and record maintenance for the services set forth below.

B. Shelter Services and Disposition of Animals

COUNTY shall provide shelter at the Animal Services Center for stray domestic animals found within the incorporated boundaries of the CITY. Shelter services shall include the administrative tasks necessary for housing of such animals at the Animal Services Center, the care of animals during the holding period, and final disposal of animals through redemption, adoption, or humane euthanasia and disposal. COUNTY shall shelter such animals received at the Animal Service Center in accordance with applicable state regulations, local ordinances, and policies governing humane treatment of animals.

C. Disposal of Domestic Animal Carcasses

Upon request from CITY, County shall arrange for the proper disposal of domestic animal carcasses.

D. Emergency Medical Treatment

1. Request: Upon prior written request and approval from CITY, COUNTY may arrange for emergency medical treatment of CITY domestic animals either at COUNTY's veterinary clinic or with an outside veterinary clinic with which COUNTY has a current contract for the provision of medical services. Where, due to the exigent nature of circumstances, prior written request is not possible without endangering the well-being of the animal, COUNTY will make every effort to confirm an oral request for veterinary treatment made by a CITY, in writing, as soon as possible.

2. Payment/Rates: COUNTY shall bill CITY for the emergency medical services provided

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

at (1) the current Board-approved rates in **Exhibit A** for care provided by COUNTY's veterinary clinic or (2) contract rates for care provided by contract veterinary clinics. Where treatment is needed, in the judgment of the COUNTY's contract veterinary clinics, which exceeds \$150.00, CITY shall provide written authorization to the COUNTY to provide those services before they are rendered, as long as it does not endanger the well-being of the animal.

3. Transportation to COUNTY contract veterinary clinics:
  - a. Where an animal requiring emergency medical treatment is in COUNTY's custody at the Animal Services Center, COUNTY staff shall transport the animal to the veterinary clinic. Selection of the veterinary clinic to provide emergency medical treatment shall be in the sole discretion of COUNTY. CITY may be responsible for that transport fee (**Exhibit A**)
  - b. Where an animal requiring emergency medical treatment is not in COUNTY's custody at the Animal Services Center, CITY staff shall request COUNTY for emergency medical services to be provided to animal and CITY staff shall pick up and transport the animal directly to the COUNTY's contract veterinary clinic. Selection of the veterinary clinic to provide emergency medical treatment shall be in the sole discretion of COUNTY. COUNTY shall notify the contract veterinary clinic that an animal is being delivered for the provision of medical services pursuant to COUNTY contract. CITY will be responsible for reimbursement of that fee to COUNTY.
4. Alternatively, CITY may independently procure its own arrangements for emergency medical treatment for animals needing such care in its jurisdiction. After an animal is treated and in stable condition, CITY may deliver the animal to the COUNTY for shelter services at the Animal Services Center. CITY must provide a written medical report and care instructions to COUNTY staff prior to leaving the animal at shelter to determine that the animal can be humanely housed for required holding time.
5. During evenings, holidays and weekends, COUNTY shall contact the CITY at a designated, after-hours telephone number to receive verbal authorization for emergency treatment, if warranted.

E. Rabid Animals

COUNTY shall perform the following rabid animal services for all types of animals:

1. Transport tissue to the County Health Department or contract lab for testing;
2. Dispose remains of rabid animals;

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

3. Report rabid animal incidents to appropriate agencies.
4. When required, COUNTY shall de-brain the animal, or shall coordinate de-braining of the animal, for testing by the County Health Department;
5. CITY shall be responsible for the cost of decapitation, de-braining and transfer to testing facility as required for laboratory testing, at a rate identified in Exhibit A per animal for animals found within the incorporated boundaries of the CITY.

F. Quarantine

COUNTY shall manage the quarantine of biting domestic animals within the incorporated boundaries of the CITY pursuant to state regulations and local ordinances. COUNTY shall manage the suspected rabies quarantine of domestic animals brought in by the CITY up to the ten-day holding period required by Monterey Code section 8.32.010B(1) (rabies/suspected rabies quarantine) . In addition, COUNTY shall be responsible for keeping required records and reporting of information to the State Department of Health.

1. CITY shall be responsible for extended holding period fees for animals that are required to be housed up to 10 days for purposes of quarantine

G. Reports

COUNTY shall provide CITY with quarterly report accompanying invoices that include:

1. Total number of animals provided with shelter services and veterinary services.
2. Disposition or outcome of each animal.
3. Credit given for animals returned to their owners.

H. Field Services

Field Services—such as picking up domestic animals running at large, conducting investigations of potentially dangerous and vicious dogs, conducting bite investigations, responding to nuisance complaints (e.g., barking dogs), or checking on possible instances of neglect or inhumane treatment of animals when they occur within CITY limits—shall not be provided to CITY by COUNTY.

I. "Good Samaritan"

When domestic animals are found within the incorporated boundaries of the CITY and are brought to the COUNTY by “Good Samaritans,” (citizens who do not own the stray animal but have delivered it for care and medical treatment), COUNTY shall obtain the following information and notify the City of Marina Animal Control Officer relative to;

- a. Where the animal was found
- b. If animal is injured, how the animal was injured (if known)
- c. Whether the animal has any identification
- d. Whether the owner is known.

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

- e. Current contact information for Good Samaritan.

If the animal is determined by COUNTY to come from within the incorporated boundaries of the CITY, CITY shall be responsible for shelter, care and veterinary treatment, if any, provided by COUNTY pursuant to the terms of this Agreement.

**J. Animals Surrendered by Owner**

When CITY accepts an animal from its owner as surrendered, it shall provide to COUNTY at the time of impound a copy of signed release form, with complete owner information, along with reason for surrender. Surrendered animals brought to COUNTY facility by CITY will be charged at same rate as stray animals with no known owner.

**3. CITY RESPONSIBILITIES FOR ANIMAL SERVICES**

**A. Prosecution of Case Violations**

The CITY Attorney may exercise the discretion vested in his or her office to prosecute violations of the City Animal Ordinance and may take appropriate legal action with respect to the abatement of violations of the City Animal Ordinance involving animals occurring within City's corporate limits. COUNTY shall not bear responsibility for prosecuting violations of the City Animal Ordinance occurring within the incorporated boundaries of the CITY.

- 1. CITY will notify COUNTY in the event that animals brought in for sheltering are part of legal action that may require extended holding due to legal action and CITY will be responsible for extended holding.

**B. Exotic Animals, Large Animal, Wildlife, and Livestock Services**

- 1. CITY shall provide all services related to large animals, wildlife, small wildlife, exotic animals, and livestock.
- 2. COUNTY shall provide services related to rabies per Section 2.E of this Agreement both within CITY limits and in unincorporated areas of the COUNTY.

**C. Cooperate with and Assist COUNTY**

To facilitate the performance of the foregoing functions, it is hereby agreed that the COUNTY shall have the full cooperation and assistance from the CITY, its officers, agents and employees.

**4. COOPERATION**

- A. CITY and COUNTY staff shall meet once per year to discuss program needs.
- B. Upon request from CITY, COUNTY may provide training to CITY staff on topics of

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

interest to CITY. CITY may be responsible for any costs associated with training.

**5. TERM AND TERMINATION**

A. Term

This Agreement shall be effective on July 1, 2022 and shall terminate on June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

B. Termination

During the term of this Agreement, either party may terminate the Agreement by giving written notice of termination to the other party at least sixty (60) days before 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 based on the services rendered by the COUNTY before the termination date.

**6. PAYMENT**

A. The CITY shall pay fees for services according to “**Exhibit A**”, attached.

**7. MUTUAL INDEMNIFICATION**

A. CITY hereby agrees to indemnify, defend, and save harmless COUNTY and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by CITY or CITY’s officers, agents, and employees in connection with the performance of this Agreement.

B. COUNTY hereby agrees to indemnify, defend, and save harmless CITY and its officers, agents, and employees, to the extent permitted by applicable law, from and against all claims and/or losses whatsoever accruing or resulting to any person, firm, or corporation for damages, injury, or death occurred by reason of any act or failure to act by COUNTY or COUNTY’s officers, agents, and employees in connection with the performance of this Agreement.

**8. INSURANCE**

A. Without limiting COUNTY’s or CITY’s duty to indemnify each other, each party shall have a program of self-insurance or policies of insurance in effect during the term of this Agreement with the following minimum limits of liability:

1. Commercial general liability, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

\$1,000,000 per occurrence; and

2. Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$500,000 per occurrence; and
3. Workers' compensation insurance in accordance with California Labor Code, Section 3700, and with a minimum of \$100,000 per occurrence for employer's liability.

B. In the event that a party maintains insurance as required by this Agreement, such insurance shall be with the company acceptable to the parties to this Agreement and authorized by law to conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with a coverage required herein shall continue in effect for a period of two (2) years following the date any party to this Agreement completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY and CITY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical coverage.

Prior to the execution of the Agreement by the COUNTY, the CITY shall file certificates of insurance or self-insurance with Monterey County Risk Management Officer, showing that all parties have in effect the insurance required by this Agreement. The CITY shall file a new or amended certificate of insurance or self-insurance promptly after any change is made to any insurance policy or program of self-insurance, which would alter the information of the certificate then on file. Acceptance or approval of insurance or program of self-insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

## **9. EQUAL OPPORTUNITY**

During the performance of this Agreement, the parties shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, either in the parties' employment practices or in the furnishing of services to recipients. The parties shall ensure that the evaluation and treatment of its employees and applicants for employment and all person receiving and requesting services are free of such discrimination. The parties

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

shall, during the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination.

**10. EMPLOYEE STATUS**

A. All persons employed in the performance of services to be provided by COUNTY as described in this Agreement shall be COUNTY employees. No current CITY employee shall become COUNTY employee by reason of this Agreement and no COUNTY employee performing services hereunder shall have CITY pension or CITY civil service status or rights.

**11. RECORDS AND AUDITING REQUIREMENTS**

The parties shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulation and shall maintain such records for a period of at least three (3) 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 (3) year period, then the parties shall retain said records until such violation is resolved.

**12. GENERAL PROVISIONS**

A. Amendment

This Agreement may be amended or modified only by an instrument in writing and signed by all parties hereto.

B. Governing Law

This agreement shall be governed by and interpreted under the laws of the State of California. Venue of litigation arising under this Agreement, if any, shall be in the Superior Court of California, Monterey County.

C. Compliance with Applicable Law

The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

D. Construction of Agreement

The parties agree that each party has fully participated in the review and revision of this

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

Agreement 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 thereto.

E. Waiver

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the COUNTY and CITY. Any waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions of this Agreement.

F. 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, or agreements, either written or oral, between the parties as of the effective date hereof. This Agreement may only be amended in writing, executed by both parties.

G. Notices

Any notices required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to the COUNTY and CITY at:

<b>COUNTY</b>		<b>CITY</b>
Director of Health or Designee		Chief of Police
1270 Natividad Road		211 Hillcrest Avenue
Salinas, CA 93906		Marina, CA 93933

\*\*\*\**Signature page to follow*\*\*\*\*

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

IN WITNESS WHEREOF, COUNTY and CITY have executed this Agreement as of the day and year first above written.

MONTEREY COUNTY

CONTRACTOR – CITY OF MARINA

\_\_\_\_\_  
Contracts/Purchasing Officer

DocuSigned by:  
By: Tina Nieto  
3F885BAC076A4E5...  
Signature of Chair, President, or  
Vice-President

\_\_\_\_\_  
Dated:

Tina Nieto Police Chief  
\_\_\_\_\_  
Printed Name and Title

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

\_\_\_\_\_  
Dated: 7/26/2022 | 5:04 PM PDT

\_\_\_\_\_  
Dated:

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

*Approved as to Fiscal Provisions:*

DocuSigned by:  
Gary Giboney Gary Giboney  
D3834BFEC1D8449...  
Deputy Auditor/Controller

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Dated: 7/28/2022 | 9:29 AM PDT  
Chief Deputy Auditor

\_\_\_\_\_  
Dated: \_\_\_\_\_  
Controller

*Approved as to Liability Provisions:*

\_\_\_\_\_  
Risk Management

DocuSigned by:  
By: Juan Lopez  
FA9DFE6277048D...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Dated:

Juan Lopez Finance Director  
\_\_\_\_\_  
Printed Name and Title

*Approved as to Form:*

DocuSigned by:  
Stacy Saetta Stacy Saetta  
C0EC1B99F444A9...  
Deputy County Counsel

\_\_\_\_\_  
Dated: 7/26/2022 | 12:18 PM PDT

\_\_\_\_\_  
Dated: 7/28/2022 | 9:27 AM PDT  
Chief Deputy County Counsel.

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF MARINA  
Fiscal Year 2022-2024**

\*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.

**\*\*\*\*\*This Section Intentionally Left Blank\*\*\*\*\***

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
MARINA  
Fiscal Year 2022-2024**

**Exhibit A**

**1. Fees for Services**

The CITY shall be billed the fees listed below for stray or surrendered animals found within the incorporated boundaries of the CITY and admitted to the Animal Services Center.

Where an animal is returned to the owner and owner pays fees related to the board/care of the animal, CITY shall not be charged for duplicate fees collected for services provided to the animal and will be issued a credit for the fees paid by owner to reduce overall invoice.

**Fees for Services**

Stray/Surrendered animal holding (up to 5 days)	\$239.00 per animal *
Extended holding (up to 10 days)	\$439.00 per animal
Additional holding over 10 days	\$40.00 per day

\*In the event that a pregnant stray animal admitted to the shelter subsequently deliver its litter while in custody of the COUNTY, CITY will be billed only the rate of \$239.00 and COUNTY will assume responsibility of the litter at no additional cost to CITY. However, in the event that a stray animal is brought in with its live litter, CITY will be billed \$239.00 for each live stray animal brought in.

Domestic Animal Carcass disposal	\$25.00 per animal
Emergency Medical Treatment Transportation	\$112/officer/hour

**Rabies testing:**

1. Head Removal		
i. Small Dog/Cat	\$ 80.00	each
ii. Medium Dog	\$ 117.00	each
iii. Large Dog	\$ 155.00	each
iv. X-Large Dog	\$ 303.00	each
2. Rabies testing (not including head removal)		
i. Bats, wildlife, human exposure, rush test @ MCHD	\$ 165.00	each
ii. Non-human exposure @ Santa Clara + shipping	\$ 105.00	each

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
MARINA  
Fiscal Year 2022-2024**

**AC. Clinic Fees:**

1. Cat spay	\$ 100.00	each
2. Cat neuter	\$ 90.00	each
3. Additional fee if animal is in heat	\$ 50.00	each
4. Additional fee if animal is pregnant	\$ 60.00	each
5. Dewclaw removal (attached)	\$ 110.00	each
6. Dewclaw removal (pair-attached)	\$ 155.00	each
7. Dewclaw removal (unattached)	\$ 50.00	each
8. Dewclaw removal (pair-unattached)	\$ 80.00	each
9. Umbilical hernia	\$ 49.00	each
10. FIV/FELV test	\$ 26.00	each
11. Pain medication	\$ 8.00	per dose
12. Obese animal fee	\$ 60.00	min.
13. Fvrpcp	\$ 10.00	each
14. Da2pp	\$ 12.00	each
15. Tooth extraction	\$ 41.00	each
16. Heartworm testing	\$ 23.00	each
17. Grooming/shaving	\$ 2.00	per minute
18. Unilateral retained testicle removal	\$ 60.00	each
19. Unilateral retained monorchid crypt	\$ 95.00	each
20. Bilateral crypt	\$ 140.00	each
21. Miscellaneous surgery (e.g., biopsy, bump removal), to be determined at time of surgery based on time and extent, in addition to actual lab fees.	\$ 5.00	per minute plus actual lab fees
22. Feral Cat Spay	\$ 75.00	each
23. Feral Cat Neuter	\$ 46.00	each
24. Rabbit Spay	\$ 110.00	each
25. Rabbit Neuter	\$76.00	each
26. Dog Neuters		
i. Small up to 15 lbs	\$ 134.00	each
ii. Medium 16-40 lbs	\$ 143.00	each
iii. Large 41 lbs and over	\$ 160.00	each
27. Dog Spays		
i. Small up to 15 lbs	\$ 155.00	each
ii. Medium 16-40 lbs	\$ 162.00	each
iii. Large 41 lbs and over	\$ 181.00	each
28. Bordatella	\$ 18.00	each
29. Flea Treatment		
i. Cat	\$ 4.00	each
ii. Dog up to 25 lbs	\$ 5.00	each
iii. Dog 26-100 lbs	\$ 14.00	each
30. Felv only test	\$ 28.00	each
31. Antibiotics		
i. Convenia	\$ 54.00	per mL
ii. Penicilin	\$ 17.00	per mL
iii. Enrofloxacin	\$ 19.00	per mL

**AGREEMENT FOR USE OF THE ANIMAL SERVICES CENTER  
AND OTHER ANIMAL SERVICES BY MONTEREY COUNTY AND THE CITY OF  
MARINA  
Fiscal Year 2022-2024**

32. Pain Medication (specific)		
i. Meloxicam	\$ 23.00	per mL
ii. Buprenorphine	\$ 25.00	per mL
iii. Butorphanol	\$ 21.00	per mL
iv. Onisor	\$ 24.00	per mL
33. Health Certificate	\$ 40.00	per animal
34. Foreign Body (foxtail)Probe (with sedation)		
i. Cat	\$ 75.00	
ii. Dog up to 25 lbs	\$ 68.00	
iii. Dog up to 50 lbs	\$ 85.00	
iv. Dog up to 100 lbs	\$114.00	
35. Sedation		
i. Cat	\$ 52.00	
ii. Dog up to 22 lbs	\$ 62.00	
iii. Dog 23-45 lbs	\$ 75.00	
iv. Dog 46-100 lbs	\$ 98.00	
36. Abscess Treatment		
i. Cat	\$ 79.00	
ii. Dog up to 25 lbs	\$ 73.00	
iii. Dog 26-50 lbs	\$ 89.00	
iv. Dog 51-100 lbs	\$ 118.00	
37. Wound Care (Sedation excluded)		
i. Cat	\$ 67.00	
ii. Dog up to 25 lbs	\$ 51.00	
iii. Dog 26-50 lbs	\$ 54.00	
iv. Dog 51-100 lbs	\$ 60.00	
38. Laceration Repair (Sedation included)		
i. Cat	\$ 85.00	
ii. Dog up to 25 lbs	\$ 79.00	
iii. Dog 26-50 lbs	\$ 95.00	
iv. Dog 51-100 lbs	\$ 124.00	
39. Enucleation (Eye Removal) (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 255.00	
ii. 16 lbs and over	\$ 264.00	
40. Mass Removal (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 239.00	
ii. 16 lbs and over	\$ 248.00	
41. Tail Amputation (Excludes e-collar and species specific pain medication)		
i. Up to 15 lbs	\$ 211.00	
ii. 16 lbs and over	\$ 220.00	
42. Parvo Test	\$ 42.00	
43. Ear mite treatment (Cats)	\$ 52.00	
44. Ear cleaning and treatment (dogs) (sedation excluded)	\$ 26.00	
45. Bandage/Splint Application (sedation excluded)	\$ 109.00	
46. E-Collar	\$ 13.00	



# Monterey County

Item No.42

## Board Report

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

Legistar File Number: A 22-441

August 23, 2022

**Introduced:** 8/3/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between Discovery Practice Management, Inc. dba Center for Discovery for the provision of eating disorder intensive outpatient and residential treatment services retroactive to July 1, 2022, in the amount of \$328,700 for Fiscal Year (FY) 2022-23, \$328,700 for FY 2023-24, and \$328,700 for FY 2024-25, for a total Agreement amount not to exceed \$986,100 for the term July 1, 2022 through June 30, 2025;
- b. Approve non-standard insurance and template provisions in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$98,610) of the original Agreement amount and do not significantly change the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between Discovery Practice Management, Inc. dba Center for Discovery for the provision of eating disorder intensive outpatient and residential treatment services retroactive to July 1, 2022, in the amount of \$328,700 for Fiscal Year (FY) 2022-23, \$328,700 for FY 2023-24, and \$328,700 for FY 2024-25, for a total Agreement amount not to exceed \$986,100 for the term July 1, 2022 through June 30, 2025;
- b. Approve non-standard insurance and template provisions in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$98,610) of the original Agreement amount and do not significantly change the scope of services.

### SUMMARY/DISCUSSION:

The County currently has Agreement A-13950 with Discovery Practice Management, Inc. dba Center for Discovery "Center for Discovery", which will expire on June 30, 2022. Center for Discovery is a private for-profit corporation licensed by the State of California Department of Public Health as a Congregate Living Health Facility and is accredited and Certified by the Joint Commission. The Center for Discovery provides specialized, personalized outpatient program and residential treatment center services for teens and adolescents, both male and female ages 10-19 with eating disorders as a primary diagnosis. Center for Discovery provides tailored services and therapies for a variety of

eating disorder deficits including Anorexia Nervosa, Bulimia Nervosa, and Binge Eating Disorder, in variety of adaptive functioning areas, which assist the patient with impulsive and coping behaviors.

This Agreement contains the non-standard insurance provision of Commercial General Liability claims-based coverage and the non-standard automobile provision omitting coverage for owned autos as well as non-standard template provisions, which include the deletion of Sections XIII, XIV, and Exhibit H and modifications to Exhibit I. This Agreement also 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 Amendment No. 2 is retroactive to July 1, 2022, due to insurance negotiations with the contractor.

This work supports the following Monterey County Health Department 2018-2022 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 County Counsel, Risk Management, and Auditor-Controller have reviewed and approved this Agreement as to legal form, non-standard insurance and template provisions, and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Special Education Local Plan Area (SELPA) (41%), 2011 Realignment funds (41%), and 1991 Realignment funds (18%). The funds for this Agreement for FY 2022-23 (\$328,700) are included in the Health Department’s Behavioral Health (HEA012, Unit 8410) Fiscal Year 2022-23 Requested Budget. The funds for this Agreement for FY 2023-24 (\$328,700) and FY 2024-25 (\$328,700) will be included in the Health Department’s Behavioral Health (HEA012, Unit 8410) FY 2023-24 and 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: Rose Moreno, Management Analyst III, 755-4716

Approved By:

\_\_\_\_\_ Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-441**

**August 23, 2022**

**Introduced:** 8/3/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between Discovery Practice Management, Inc. dba Center for Discovery for the provision of eating disorder intensive outpatient and residential treatment services retroactive to July 1, 2022, in the amount of \$328,700 for Fiscal Year (FY) 2022-23, \$328,700 for FY 2023-24, and \$328,700 for FY 2024-25, for a total Agreement amount not to exceed \$986,100 for the term July 1, 2022 through June 30, 2025;
- b. Approve non-standard insurance and template provisions in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$98,610) of the original Agreement amount and do not significantly change the scope of services.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between Discovery Practice Management, Inc. dba Center for Discovery for the provision of eating disorder intensive outpatient and residential treatment services retroactive to July 1, 2022, in the amount of \$328,700 for Fiscal Year (FY) 2022-23, \$328,700 for FY 2023-24, and \$328,700 for FY 2024-25, for a total Agreement amount not to exceed \$986,100 for the term July 1, 2022 through June 30, 2025;
- b. Approve non-standard insurance and template provisions in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$98,610) of the original Agreement amount and do not significantly change the scope of services.

**SUMMARY/DISCUSSION:**

The County currently has Agreement A-13950 with Discovery Practice Management, Inc. dba Center for Discovery “Center for Discovery”, which will expire on June 30, 2022. Center for Discovery is a private for-profit corporation licensed by the State of California Department of Public Health as a Congregate Living Health Facility and is accredited and Certified by the Joint Commission. The Center for Discovery provides specialized, personalized outpatient program and residential treatment center services for teens and adolescents, both male and female ages 10-19 with eating disorders as a primary diagnosis. Center for Discovery provides tailored services and therapies for a variety of eating disorder deficits including Anorexia Nervosa, Bulimia Nervosa, and Binge Eating Disorder, in

variety of adaptive functioning areas, which assist the patient with impulsive and coping behaviors.

This Agreement contains the non-standard insurance provision of Commercial General Liability claims-based coverage and the non-standard automobile provision omitting coverage for owned autos as well as non-standard template provisions, which include the deletion of Sections XIII, XIV, and Exhibit H and modifications to Exhibit I. This Agreement also 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 Amendment No. 2 is retroactive to July 1, 2022, due to insurance negotiations with the contractor.

This work supports the following Monterey County Health Department 2018-2022 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 County Counsel, Risk Management, and Auditor-Controller have reviewed and approved this Agreement as to legal form, non-standard insurance and template provisions, and fiscal provisions, respectively.

FINANCING:

This Agreement is funded by Special Education Local Plan Area (SELPA) (41%), 2011 Realignment funds (41%), and 1991 Realignment funds (18%). The funds for this Agreement for FY 2022-23 (\$328,700) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2022-23 Requested Budget. The funds for this Agreement for FY 2023-24 (\$328,700) and FY 2024-25 (\$328,700) will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2023-24 and 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

Legistar File Number: A 22-441

---

County residents and supports economic development results.

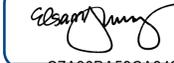
Public Safety:

- 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: Rose Moreno, Management Analyst III, 755-4716

Approved By:

DocuSigned by:



C7A30BA59CA8423...

Date: 8/8/2022 | 7:33 AM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreement

**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 **DISCOVERY PRACTICE MANAGEMENT, INC. DBA CENTER FOR DISCOVERY** (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: Adolescent eating disorder residential treatment and intensive outpatient services for children and adults with an eating disorder as a primary diagnosis.

**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
- 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 **July 1, 2022** and shall remain in effect until **June 30, 2025**.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days’ advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
  1. CONTRACTOR’S failure to comply with COUNTY’S Utilization Review procedures;
  2. CONTRACTOR’S failure to abide by Grievance decisions;
  3. CONTRACTOR’S failure to meet COUNTY qualification criteria;
  4. CONTRACTOR’S failure to submit 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.
  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 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 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 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: <https://files.medi-cal.ca.gov/pubsdoco/SandILanding.aspx>.

## 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 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 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.
  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 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 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 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 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.
- 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.
- 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 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 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**

Kathryn Eckert, MBA  
Behavioral Health Bureau Chief  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4580

### **CONTRACTOR**

John Peloquin, Ph.D., MBA  
President and Chief Executive Officer  
4281 Katella Ave., Suite 111A  
Los Alamitos, CA 90720  
(855) 777-4769

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 <sup>1</sup>

By: \_\_\_\_\_  
County Counsel

Date: 6/8/2022 | 2:37 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

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

Date: 6/8/2022 | 2:49 PM PDT

Approved as to Liability Provisions<sup>3</sup>

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

Date: 6/7/2022 | 2:47 PM PDT

CONTRACTOR

DISCOVERY PRACTICE  
MANAGEMENT, INC.

DBA CENTER FOR DISCOVERY

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

John Peloquin CEO  
Name and Title

Date: 4/22/2022 | 5:17 PM PDT

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

W. Bradley Cooper CFO  
Name and Title

Date: 4/27/2022 | 3:30 PM PDT

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>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

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

**EXHIBIT A:  
PROGRAM DESCRIPTION**

---

**PROGRAM 1:  
EATING DISORDER – RESIDENTIAL TREATMENT CENTER (ED-RTC)**

**I. IDENTIFICATION OF PROVIDER**

Discovery Practice Management, Inc. dba Center for Discovery  
4281 Katella Ave., Suite 111A  
Los Alamitos, CA 90720  
(855) 777-4769

**Incorporation Status / Type of Facility License:**

Private For-Profit Corporation; Licensed by the State of California Department of Public Health as a Congregate Living Health Facility. Accredited and Certified by the Joint Commission.

**II. PROGRAM NARRATIVE**

CONTRACTOR will provide specialized, personalized residential treatment for teens and adolescents, both female and male, ages 10-19 with eating disorders as a primary diagnosis. Program services include therapeutic treatment that addresses the eating disorder behavior, and education on nutrition and practical kitchen and food skills to help support recovery. The average estimated treatment period / residential stay is from 30-40 days.

**III. PROGRAM GOALS**

Provide the children/youth with skills to effectively manage the behavior(s) or symptom(s) that is/are a barrier to achieving residence in the lowest appropriate level.

**IV. PROGRAM OBJECTIVES**

- A. Reduce child/youth's impulsive and coping behaviors
- B. Reduce child/youth's inappropriate response to stressful situations
- C. Teach child/youth pro-social skills and community competencies
- D. Provide parents/caregivers skills and strategies to provide continuity of care when services are discontinued

**V. TREATMENT SERVICES**

**A. Description**

Tailored services for teens and adolescents with eating disorder deficits in a variety of adaptive functioning areas, including,

One or all of the following:

- a. Cognitive-Behavioral Therapy (CBT)

- b. Dialectical Behavioral Therapy (DBT)
- c. Acceptance and Commitment Therapy (ACT)
- d. Process Experiential Therapy
- e. Narrative Therapy
- f. Psychodrama
- g. Psychoeducation
- h. Kitchen Skills & Exposure-Response Prevention
- i. Family Involvement
- j. Body Acceptance
- k. Expressive Arts
- l. Body Movement
- m. Mindfulness
- n. Equine Assisted Therapy
- o. Recreational Activities

**B. Mode of Service: Outpatient**

**Contracted Units of Service:**

The average treatment period is 30-45 days. Units of Services per FY is estimated at the maximum 45-day period for two (2) placements. A unit of service is a day.

Fiscal Year (FY)	ED-RTC Estimated units
FY 2022-23	90
FY 2023-24	90
FY 2024-25	90

**C. Delivery Site:**

Facility	Address	County
Center for Discovery, Danville	212 La Questa Dr. Danville, CA 94526-3511	Contra Costa
Center for Discovery, Fremont	46890 Rancho Higuera Rd. Fremont, CA 94539-7308	Alameda
Center for Discovery, La Habra	2115 Las Palomas La Habra Heights, CA 90631-7761	Orange
Center for Discovery, Lakewood	4136 Ann Arbor Rd. Lakewood, CA 90712-3817	Los Angeles
Center for Discovery, Menlo Park	1895 Altschul Ave. Menlo Park, CA 94025-6515	San Mateo
Center for Discovery, Rancho Palos Verdes	30175 Avenida Tranquila Rancho Palos Verdes, CA 90275-4516	Los Angeles
Center for Discovery, Sacramento	5422 Cavitt Stallman Rd. Granite Bay, CA 95746-9491	Sacramento
Center for Discovery, Thousand Oaks	228 Rimrock Rd. Thousand Oaks, CA 91361-5203	Ventura

**4. Hours of Operation:**

Residential treatment services provided 24/7. Services include education oversight in conjunction with the child's primary school or learning plan.

**VI. POPULATION / CATCHMENT AREA TO BE SERVED**

This Agreement is for two (2) eligible residents of Monterey County. New eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

**VII. FINANCIAL ELIGIBILITY**

Monterey County youth who have been screened through the County interagency placement committee or any youth that have been placed through the Individual Educational Plan (IEP).

**VIII. LIMITATION OF SERVICE / PRIOR AUTHORIZATION**

1. Exclusively the designated County staff will initiate referrals for admission to this program, after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, severity and type of eating disorder, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.
2. CONTRACTOR shall provide to the designated County staff an evaluation of the client's treatment progress after 14 days of treatment, and again after 35 days of treatment.
3. CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated County staff for review and authorization. Only those additional treatment services deemed allowable will be authorized. In the event the additional authorized treatment is projected to exceed total annual amount of the Agreement, County will initiate the process to amend the Agreement.

**IX. CLIENT DESCRIPTION/ CHARACTERISTICS**

The population served is boys and girls ages 10-19 with eating disorders as a primary diagnosis, which include a range of disorders including but not limited to:

1. One or all of the following:
  - a. Anorexia Nervosa
  - b. Bulimia Nervosa
  - c. Binge Eating Disorder
  - d. Other disordered eating

**X. LEGAL STATUS**

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

**VI. DESIGNATED CONTRACT MONITOR**

Relindis Lorie Diaz, MS, LMFT, IFECMHS, RPFII  
Behavioral Health Services Manager II  
Early Childhood Services Team  
951-B Blanco Circle  
Salinas, CA 93901  
(831) 784-2113

*(The remainder of this page is intentionally left blank)*

**PROGRAM 2:  
EATING DISORDER – INTENSIVE OUTPATIENT PROGRAM (ED-IOP)**

**I. IDENTIFICATION OF PROVIDER**

Discovery Practice Management, Inc. dba Center for Discovery  
4281 Katella Ave., Suite 111A  
Los Alamitos, CA 90720  
(855) 777-4769

**Incorporation Status / Type of Facility License:**

Private For-Profit Corporation; Accredited and Certified by the Joint Commission.

**II. PROGRAM NARRATIVE**

Contractor will provide specialized intensive outpatient treatment for children, youth, and adults with underlying and co-occurring conditions that contribute to eating disorders. The Eating Disorder - Intensive outpatient Program (ED-IOP) services include therapeutic treatment that addresses the eating disorder behavior, and education on nutrition and practical kitchen and food skills to help support recovery. Program services are a combination of group and individual therapy, offered in person or via telehealth. Treatment requires individuals to obtain at least nine hours of group and/or individual therapy per week, which is divided up into 3-hour sessions, 3-5 evenings a week, or on weekends, for 12-16 weeks. The ED-IOP treatment program is a lower level of care; meaning that it does not require hospitalization, around the clock monitoring or overnight stays. In the ED-IOP, meals are generally eaten outside the program. Medication management is not supported through the program. The ED-IOP utilizes evidenced-based treatment of trauma, self-harm, substance use, depression, anxiety, and mood disorders. Staff are trained in Eye Movement Desensitization Reprocessing (EMDR), Trauma Focused CBT, and the Trauma Resiliency Model (TRM).

**III. PROGRAM GOALS**

Provide the children/youth with skills to effectively manage the behavior(s) or symptom(s) of eating disorders.

**IV. PROGRAM OBJECTIVES**

- A. Reduce child/youth's impulsive and coping behaviors
- B. Reduce child/youth's inappropriate responses to stressful situations
- C. Teach child/youth how to regulate their nervous system with tools to create safety and resilience
- D. Provide parents/caregivers skills and strategies to provide continuity of care when services are discontinued.

## V. TREATMENT SERVICES

### A. Mode of Service: Intensive Outpatient Program

#### Contracted Units of Service:

The average treatment period is 3-hour sessions, 3-5 days a week, for 12-16 weeks. Units of services per FY is estimated at the maximum of 5 days a week, for 16 weeks for four (4) children/youth and one (1) adult placement, for a total of five (5) placements. A unit of service is a day.

Fiscal Year (FY)	ED-IOP Estimated units
FY 2022-23	400
FY 2023-24	400
FY 2024-25	400

The frequency of treatment days depends on the individual's needs, and program will taper the number of days per week of attendance as the individual progresses. Treatment includes on individual or family session, one nutritional counseling session, and continued group counseling weekly.

### A. Delivery Site:

Facility	Address
Beverly Hills - <b>TELEHEALTH</b>	8383 Wilshire Blvd., #650 Beverly Hills, CA 90211-3213
Los Alamitos - <b>TELEHEALTH</b>	4281 Katella Ave., Ste 111 Los Alamitos, CA 90720-3588
Sacramento - <b>TELEHEALTH</b>	1601 Response Rd. #365 Sacramento, CA 95815
Sacramento - <b>TELEHEALTH</b>	1601 Response Rd. #385 Sacramento, CA 95815

### B. Hours of Operation:

Treatment services are offered Monday through Saturday.

## VI. POPULATION / CATCHMENT AREA TO BE SERVED

This Agreement is for five (5) eligible residents of Monterey County. New eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

## VII. FINANCIAL ELIGIBILITY

Monterey County Medi-Cal beneficiaries who have been screened through the COUNTY mental health and assessment care coordination process.

## VIII. LIMITATION OF SERVICE / PRIOR AUTHORIZATION

- A. Exclusively the designated County staff will initiate referrals for admission to this program, after an initial screening. Screening criteria will be based on degree of emotional disturbance, severity and type of eating disorder, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.
- B. CONTRACTOR shall provide to the designated County staff an evaluation of the client's treatment progress after 14 days of treatment, and again on a monthly basis.
- C. CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated County staff for review and authorization. Only those additional treatment services deemed allowable will be authorized. In the event the additional authorized treatment is projected to exceed total annual amount of the Agreement, County will initiate the process to amend the Agreement.

**IX. CLIENT DESCRIPTION/ CHARACTERISTICS**

The population served are children and adults with eating disorders as a primary diagnosis, which include a range of disorders including but not limited to:

One or all of the following:

- e. Anorexia Nervosa
- f. Bulimia Nervosa
- g. Binge Eating Disorder
- h. Other disordered eating

**X. LEGAL STATUS**

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

**XI. DESIGNATED CONTRACT MONITOR**

Relindis Lorie Diaz, MS, LMFT, IFECMHS, RPFII  
Behavioral Health Services Manager II  
Early Childhood Services Team  
951-B Blanco Circle  
Salinas, CA 93901  
(831) 784-2113

**EXHIBIT B:  
PAYMENT AND BILLING PROVISIONS**

---

**I. PAYMENT TYPES**

Fixed Daily Service rate up to the maximum Agreement amount.

**II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

**III. PAYMENT RATE**

RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rates.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **\$986,100**.

**PROGRAM SUMMARY**

<b>Program</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>Total Amount</b>
Program 1: ED-RTC	\$143,100	\$143,100	\$143,100	\$429,300
Program 2: ED-IOP	\$185,600	\$185,600	\$185,600	\$556,800
<b>Total</b>	<b>\$328,700</b>	<b>\$328,700</b>	<b>\$328,700</b>	<b>\$986,100</b>

**PROGRAM 1: EATING DISORDER –  
RESIDENTIAL TREATMENT CENTER (ED-RTC)**

<b>Fiscal Year (FY)</b>	<b>Service Rate per Day</b>	<b>Estimated Total Units of Service</b>	<b>Total Maximum Amount per FY</b>
FY 2022-2023	\$1,590	90	\$143,100
FY 2023-2024	\$1,590	90	\$143,100
FY 2024-2025	\$1,590	90	\$143,100
<b>Program 1: ED-RTC TOTAL MAXIMUM LIABILITY</b>			<b>\$429,300</b>

**PROGRAM 2: EATING DISORDER –  
INTENSIVE OUTPATIENT PROGRAM (ED-IOP)**

<b>Fiscal Year (FY)</b>	<b>Service Rate per Day</b>	<b>Estimated Total Units of Service</b>	<b>Total Maximum Amount per FY</b>
FY 2022-2023	\$464	400	\$185,600
FY 2023-2024	\$464	400	\$185,600
FY 2024-2025	\$464	400	\$185,600
<b>Program 2: ED-IOP TOTAL MAXIMUM LIABILITY</b>			<b>\$556,800</b>

**IV. PAYMENT CONDITIONS**

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and 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 (30<sup>th</sup>) 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.

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](mailto: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.

- A. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- 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

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$986,100** for services rendered under this Agreement.
- B. Funding Source and estimated amounts per Fiscal Year (FY). The County retains the right to adjust the funding sources as may be required.

<b>Fiscal Year</b>	<b>SELPA</b>	<b>2011 Realignment</b>	<b>1991 Realignment</b>	<b>Total Amount per FY</b>
FY 2022-23	\$133,416.67	\$133,416.67	\$61,866.67	\$328,700.00
FY 2023-24	\$133,416.67	\$133,416.67	\$61,866.67	\$328,700.00
FY 2024-25	\$133,416.67	\$133,416.67	\$61,866.67	\$328,700.00
<b>Total Funding</b>	<b>\$400,250.00</b>	<b>\$400,250.00</b>	<b>\$185,600.00</b>	<b>\$986,100.00</b>

#### C. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
FY 2022-23	\$328,700
FY 2023-24	\$328,700
FY 2024-25	\$328,700
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$986,100</b>

- D. 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.

- 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 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. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and

to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.
- B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.
- C. CONTRACTOR shall submit to COUNTY all required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- E. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- B. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit H, Section II (Method of Payments for Amounts Due to County) of this Agreement.
- G. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- H. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**VIII. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

Discovery Practice Management, Inc. dba Center for Discovery  
Mental Health Services Agreement  
July 1, 2022 – June 30, 2025

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
  - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.

2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**X. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

*(The remainder of this page is intentionally left blank)*

**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.

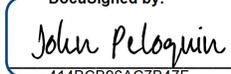
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose 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:  
  
414BCB96AC7B47F...  
Signature of Authorized Representative

4/22/2022 | 5:17 PM PDT  
Date

Discovery Practice Management, Inc.  
dba Center for Discovery  
Business Name of Contractor  
John Peloquin  
Name of Authorized Representative (printed)  
CEO  
Title of Authorized Representative

**EXHIBIT D:  
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION  
ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

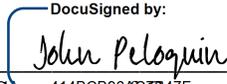
Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	Discovery Practice Management, Inc. dba Center for Discovery		
Name of Designee	John Peloquin		
Title of Designee	CEO		
Street: 4281 Katella Ave., Suite 111A			
City: Los Alamitos	State: CA	Zip: 90720	
IRS Employer Identification Number	95-4628972		
<b>I certify that the above information is complete and correct to the best of my knowledge and belief.</b>			
DocuSigned by: 		Date 4/22/2022   5:17 PM PDT	
Signature of Contractor			

**EXHIBIT E:  
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 ethic/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.
- 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:

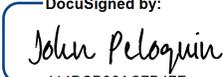
1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American 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 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:  
  
 414BCB96AC7B47F...  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 4/22/2022 | 5:17 PM PDT  
 \_\_\_\_\_  
 Date

Discovery Practice Management, Inc.  
 dba Center for Discovery  
 \_\_\_\_\_  
 Contractor (Organization Name)  
 John Peloquin  
 \_\_\_\_\_  
 Name of Authorized Representative (printed)  
 CEO  
 \_\_\_\_\_  
 Title of Authorized Representative

## **EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT**

---

This Business Associate Agreement (“BAA”) effective **July 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 **DISCOVERY PRACTICE MANAGEMENT, INC. DBA CENTER FOR DISCOVERY** (“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 (“E PHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### **AGREEMENT**

#### **1. DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 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 permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request.

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach;

(iii) Covered Entity shall have sole control over the timing and method of 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, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to

respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set:

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual;

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA

and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

## **4. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments: Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Discovery Practice Management, Inc. dba Center for Discovery  
Attn: John Peloquin, CEO  
4281 Katella Ave. Suite 111A  
Los Alamitos, CA 90720  
Phone: (714) 828-1800  
Fax: (714) 696-6822  
Email: ataylor@discoverybh.com

If to Covered Entity, to:

County of Monterey Health Department Attn:  
Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018  
Fax: 831-755-4797  
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts: Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law: Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**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, cost 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.

**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.

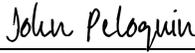
**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered 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**

<p>DocuSigned by:    <small>414BCB96AC7B47F...</small></p>	<p>By: _____</p>
Print Name <u>John Peloquin</u>	Print Name: _____
Print Title <u>CEO</u>	Print Title: _____
Date: <u>4/22/2022   5:17 PM PDT</u>	Date: _____

**EXHIBIT G: COST REIMBURSEMENT INVOICE FORM**

EXHIBIT G: Monterey County Behavioral Health - Invoice Form						
		Invoice Number: <input style="width: 100%;" type="text"/>				
<b>Contractor :</b>	Discovery Practice Management, Inc. dba Center For Discovery					
<b>Address Line 1</b>	4281 Katella Ave., Suite 111A					
<b>Address Line 2</b>	Los Alamitos, CA 90720					
		County PO No.: <input style="width: 100%;" type="text"/>				
		Invoice Period: <input style="width: 100%;" type="text"/>				
<b>Tel. No.:</b>	(855) 777-4769					
<b>Fax No.:</b>						
<b>Contract Term:</b>	July 1, 2022 - June 30, 2025					
		Final Invoice: (Check if Yes) <input style="width: 50px;" type="checkbox"/>				
<b>BH Bureau :</b>	Mental Health Services		BH Control Number <input style="width: 150px;" type="text"/>			
	<b>Service Description</b>	<b>Total Contract Amount</b> FY __ - __	<b>Dollar Amount Requested this Period</b>	<b>Dollar Amount Requested to Date</b>	<b>Dollar Amount Remaining</b>	<b>% of Total Contract Amount Remaining</b>
	Eating Disorder - Residential Treatment Center (ED-RTC)	\$ 143,100.00			\$ 143,100.00	100%
	Eating Disorder - Intensive Outpatient Program (ED-IOP)	\$ 185,600.00			\$ 185,600.00	100%
<b>TOTAL</b>		<b>\$ 328,700.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 328,700.00</b>	
<p>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.</p>						
Signature: _____			Date: _____			
Title: _____			Telephone: _____			
Send to: MCHDBHFinance@co.monterey.ca.us		Behavioral Health Authorization for Payment				
		Authorized Signatory _____			Date _____	

Discovery Practice Management, Inc. dba Center for Discovery  
Mental Health Services Agreement  
July 1, 2022 – June 30, 2025

**EXHIBIT H: BUDGET AND EXPENDITURE REPORT**

**DISCOVERY PRACTICE MANAGEMENT, INC.  
DBA CENTER FOR DISCOVERY  
BUDGET AND EXPENDITURE REPORT  
For Monterey County  
Fiscal Year 2022-23**

Program Name: \_\_\_\_\_

AVATAR Program(s): \_\_\_\_\_

Unduplicated Number of Clients Served: \_\_\_\_\_

Address: \_\_\_\_\_

			FY 2022-23	FY 2023-24	FY 2024-15
-					
<b>A. PROGRAM REVENUES</b>			-	-	-
<b>Monterey County Funds (Monterey County's Use):</b>			-	-	-
-	<b>Provisional Rates</b>		-	-	-
-	-	Estimated Federal Financial Participation (FFP)			
-	-	-	-	-	-
-	-	-	-	-	-
-	<b>Cash Flow Advances</b>		-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<b>Total Requested Monterey County Funds</b>			\$ _____	\$ _____	\$ _____
<b>Other Program Revenues</b>			\$ _____	\$ _____	\$ _____
<b>TOTAL PROGRAM REVENUES (equals Allowable Costs)</b>			\$ _____	\$ _____	\$ _____
<b>B. ALLOWABLE COSTS – Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is expected to be able to identify direct and indirect costs directly from its financial statements.</b>					
<b>I. Direct Cost Centers – a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.</b>					
-	<b>A. Mode Costs (Direct Services)</b>		<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-15</b>
1	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)		\$ _____	\$ _____	\$ _____
2	Payroll taxes		-	-	-
3	Employee benefits		-	-	-
4	Workers Compensation		-	-	-
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		-	-	-
6	Temporary Staffing		-	-	-
7	Flexible Client Spending (please provide supporting documents)		-	-	-
8	Travel (costs incurred to carry out the program)		-	-	-
9	Employee Travel and Conference		-	-	-
10	Communication Costs		-	-	-
11	Utilities		-	-	-

12	Cleaning and Janitorial	-	-	-
13	Maintenance and Repairs – Buildings	-	-	-
14	Maintenance and Repairs – Equipment	-	-	-
15	Printing and Publications	-	-	-
16	Memberships, Subscriptions and Dues	-	-	-
17	Office Supplies	-	-	-
18	Postage and Mailing	-	-	-
19	Medical Records	-	-	-
20	Data Processing	-	-	-
21	Rent and Leases – equipment	-	-	-
22	Rent and Leases – building and improvements (please identify the property address and method of cost allocation)	-	-	-
23	Taxes and assessments (Please identify the property address and method of cost allocation)	-	-	-
24	Interest in Other Long-term debts (please identify the property address and method of cost allocation)	-	-	-
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)	-	-	-
26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	-	-	-
27	Miscellaneous (please provide details)	-	-	-
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)	-	-	-
29	<b>Total Mode Costs</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**B. Administrative Costs – the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation-based used and the service provided.**

30	Salaries and Benefits	-	-	-
31	Supplies	-	-	-
32	Others – please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.	-	-	-
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)	-	-	-
34	<b>Total Administrative Costs</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
35	<b>TOTAL DIRECT COSTS</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

**II Indirect Cost Centers – include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller’s Office.**

-	INDIRECT COSTS	FY 2022-23	FY 2023-24	FY 2024-15
36	Equipment (purchase price of less than \$5000)	\$ _____	\$ _____	\$ _____
37	Rent and Leases – equipment	-	-	-
38	Rent and Leases – building and improvements	-	-	-
39	Taxes and assessments	-	-	-
40	Insurance and Indemnity	-	-	-
41	Maintenance – equipment	-	-	-
42	Maintenance – building and improvements	-	-	-
43	Utilities	-	-	-
44	Household Expenses	-	-	-
45	Interest in Bonds	-	-	-
46	Interest in Other Long-term debts	-	-	-

Discovery Practice Management, Inc. dba Center for Discovery  
 Mental Health Services Agreement  
 July 1, 2022 – June 30, 2025

47	Other interest and finance charges	-	-	-
48	Contracts-Administration	-	-	-
49	Legal and Accounting (when required for the administration of the County Programs)	-	-	-
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))	-	-	-
51	Data Processing	-	-	-
52	Personnel Administration	-	-	-
53	Medical Records	-	-	-
54	Other Professional and Specialized Services	-	-	-
55	Transportation and Travel	-	-	-
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)	-	-	-
57	<b>Total Indirect costs</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
63	<b>Total Allowable Costs</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>COST REPORT INFORMATION:</b>		<b>FY 2022-23</b>	<b>FY 2023-24</b>	<b>FY 2024-15</b>
64	Land	-	-	-
65	Buildings and Improvements	-	-	-
66	Equipment (purchase price of \$5000 or more)	-	-	-
67	Total	-	-	-

*We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.*

\_\_\_\_\_  
 Executive Director's Signature \_\_\_\_\_ Date \_\_\_\_\_ Finance Director's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Supplemental Schedule of Salaries and Wages – Mode Cost (Direct Services)**

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Sample: Social Worker	\$ 45,000	0.75	\$ 33,750
-	-	-	\$ _____
-	-	-	\$ _____
-	-	-	\$ _____
-	-	-	\$ _____
-	-	-	\$ _____
Total Salaries and Wages	-	-	\$ _____

## **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 15<sup>th</sup> for the fiscal year ending on the previous June 30<sup>th</sup> 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:~~
- ~~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) 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.~~

~~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 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.
- 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. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section 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.

**V. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

- 1. paid in one cash payment by CONTRACTOR to COUNTY;
  - 2. deducted from future claims over a period not to exceed six (6) months;
  - 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.

**ADDENDUM NO. 1  
TO MENTAL HEALTH SERVICES AGREEMENT  
BY AND BETWEEN COUNTY OF MONTEREY AND DISCOVERY PRACTICE  
MANAGEMENT, INC. DBA CENTER FOR DISCOVERY**

This Addendum No.1 amends, modifies, and supplements the Mental Health Services Agreement (hereinafter “Agreement”) by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “COUNTY”) and **DISCOVERY PRACTICE MANAGEMENT, INC. DBA CENTER FOR DISCOVERY** (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.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- 1. Section XII. INSURANCE, subsection C. Insurance Coverage Requirements, paragraph 2, shall be amended to:**
  2. Business automobile liability insurance, covering all motor vehicles, including, 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.
- 2. Section XIII. BUDGET AND EXPENDITURE REPORT shall be deleted in its entirety.**
- 3. Section XIV. PREPARATION OF ANNUAL REPORT(S) AND CONTRACTOR’S YEAR END COST REPORT SETTLEMENT shall be deleted in its entirety.**
- 4. EXHIBIT H: BUDGET AND EXPENDITURE REPORT shall be deleted in its entirety.**
- 5. EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT, AND AUDITS, section I. ANNUAL REPORTS shall be deleted in its entirety.**
- 6. EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT, AND AUDITS, section II. COST REPORT SETTLEMENT shall be deleted in its entirety.**
- 7. EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT, AND AUDITS, section III. COST REPORT TRAINING shall be deleted in its entirety**



# Monterey County

**Item No.43**

## Board Report

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

**Legistar File Number: A 22-444**

**August 23, 2022**

**Introduced:** 8/8/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15247 between The County of Monterey and The Village Project, Inc. for the provision of Prevention and Early Intervention Outreach and Engagement services retroactive to July 1, 2022 which adds \$140,000 in FY 2022-23 and \$510,000 in FY 2023-2024, for a new total Agreement amount not to exceed \$1,390,000 for a 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 or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15247 between The County of Monterey and The Village Project, Inc. for the provision of Prevention and Early Intervention Outreach and Engagement services retroactive to July 1, 2022 which adds \$140,000 in FY 2022-23 and \$510,000 in FY 2023-2024, for a new total Agreement amount not to exceed \$1,390,000 for a term of July 1, 2021 through June 30, 2024.

**SUMMARY/DISCUSSION:**

As part of the Monterey County 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-15247 with The Village Project, Inc (TVP) 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 amount and extending term as appropriate, is being sought.

TVP provides mental health outreach and engagement services to educate communities about the importance of mental health well-being and engagement in services by maintaining a presence in those communities through activities (Mental Health presentations, tabling at events, community speaking engagements, etc.) designed to reduce barriers such as distrust and stigma that prevent community members from seeking mental health treatment. More broadly, in addition to acquainting community members with the services of The Village Project, Inc., the agency provides information on other resources within the County that community members can access. The Amendment No.1 with TVP is for a current contracted dollar amount of \$740,000 which will expire on June 30, 2023. Amendment No. 2 adds funding in the amount of \$650,000 and extends the Agreement by one additional fiscal year through June 30, 2024.

This work supports the Monterey County Health Department 2018-2022 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 provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:

This Amendment No. 2 is funded by Mental Health Services Act Prevention and Early Intervention funds (PEI). The added funds in the amount of \$140,000 for FY 2022-23 are included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Appropriations and revenues in the amount of \$510,000 will be included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) FY 2023-24 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to 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: Rose Moreno, Management Analyst III, 755-4716

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

Approved By: Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No. 1

Agreement





# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-444**

**August 23, 2022**

**Introduced:** 8/8/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15247 between The County of Monterey and The Village Project, Inc. for the provision of Prevention and Early Intervention Outreach and Engagement services retroactive to July 1, 2022 which adds \$140,000 in FY 2022-23 and \$510,000 in FY 2023-2024, for a new total Agreement amount not to exceed \$1,390,000 for a 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 or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15247 between The County of Monterey and The Village Project, Inc. for the provision of Prevention and Early Intervention Outreach and Engagement services retroactive to July 1, 2022 which adds \$140,000 in FY 2022-23 and \$510,000 in FY 2023-2024, for a new total Agreement amount not to exceed \$1,390,000 for a term of July 1, 2021 through June 30, 2024.

**SUMMARY/DISCUSSION:**

As part of the Monterey County 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-15247 with The Village Project, Inc (TVP) 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 amount and extending term as appropriate, is being sought.

TVP provides mental health outreach and engagement services to educate communities about the importance of mental health well-being and engagement in services by maintaining a presence in those communities through activities (Mental Health presentations, tabling at events, community speaking engagements, etc.) designed to reduce barriers such as distrust and stigma that prevent community members from seeking mental health treatment. More broadly, in addition to acquainting community members with the services of The Village Project, Inc., the agency provides information on other resources within the County that community members can access. The Amendment No.1 with TVP is for a current contracted dollar amount of \$740,000 which will expire on June 30, 2023. Amendment No. 2 adds funding in the amount of \$650,000 and extends the Agreement by one additional fiscal year through June 30, 2024.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 3.

Legistar File Number: A 22-444

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:

The Office of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:

This Amendment No. 2 is funded by Mental Health Services Act Prevention and Early Intervention funds (PEI). The added funds in the amount of \$140,000 for FY 2022-23 are included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2022-23 Adopted Budget. Appropriations and revenues in the amount of \$510,000 will be included in the Health Department Behavioral Health Bureau (HEA012, Unit 8410) FY 2023-24 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to 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.

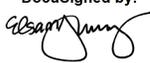
Infrastructure:

- 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: Rose Moreno, Management Analyst III, 755-4716

DocuSigned by:  
  
 C7A30BA59CA8423...

Date: 8/12/2022 | 8:26 AM PDT

Approved By: Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No. 1

Agreement

**AMENDMENT NO. 2  
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-15247  
BETWEEN COUNTY OF MONTEREY AND  
THE VILLAGE PROJECT, INC.**

This Amendment No. 2 to Agreement A-15247 is made and entered into by and between the County of Monterey, hereinafter referred to as “COUNTY”, and **The Village Project**, hereinafter referred to as CONTRACTOR.

**WHEREAS**, the COUNTY and CONTRACTOR entered into AGREEMENT A-15247 dated May 25, 2021 (Agreement), Amendment No. 1 dated August 31, 2021; and

**WHEREAS**, the COUNTY and CONTRACTOR request to amend the AGREEMENT as specified below;

1. Extend the term of Agreement A-15247 for one (1) additional year (July 1, 2023 to June 30, 2024) and revise the total maximum Agreement amount to \$1,390,000.
2. Increase funding and services for Program 1: Outpatient Mental Health Services and Program 2: After School Academy for FY’s 2022-24.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and, in the Agreement, the parties agree as follows:

1. EXHIBIT A-1 PROGRAM DESCRIPTION is replaced with EXHIBIT A-2: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A-1 shall be construed to refer to EXHIBIT A-2.
2. EXHIBIT B-1 PAYMENT PROVISIONS is replaced with EXHIBIT B-2: PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT B-1 shall be construed to refer to EXHIBIT B-2.
3. Section 3.0, “Term and Termination”, shall be amended by removing, “This Agreement shall be effective July 1, 2021 and shall remain in effect until June 30, 2023” and replacing it with “This Agreement shall be effective July 1, 2021 and shall remain in effect until June 30, 2024”.
4. Except as provided herein, all remaining terms, conditions, and provision 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.
5. This AMENDMENT NO. 2 shall be effective July 1, 2022.
6. This Amendment increases the contract amount by \$650,000 for a new contract amount of **\$1,390,000**.
7. A copy of the Amendment NO. 2 shall be attached to the original Agreement executed by the County on May 25, 2021.

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

**THE VILLAGE PROJECT, INC.**

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

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

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

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form <sup>1</sup>  
By: DocuSigned by:  
Stacy Saetta  
County Council

Date: 8/5/2022 | 12:31 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
By: DocuSigned by:  
Gary Giboney  
Auditor/Controller

Date: 8/5/2022 | 1:14 PM PDT

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

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

By: Contractor's Business Name\*  
DocuSigned by:  
Charles Fitz  
(Signature of Chair, President,  
or Vice-President) \*  
In

Date: Name and Title  
6/30/2022 | 4:08 PM PDT

By: DocuSigned by:  
Jeannette Walton  
(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

Date: Jeannette Walton, Secretary  
Name and Title  
6/30/2022 | 4:11 PM PDT

## **EXHIBIT A-2 PROGRAM DESCRIPTION**

### **I. IDENTIFICATION OF PROVIDER**

The Village Project, Inc.  
1069 Broadway, Suites 200 and 201  
P.O. Box 127  
Seaside, CA 93955

### **II. PROGRAM NARRATIVE**

These programs began as a unique response to the critical need to provide African Americans with intervention strategies that address issues that impact individuals and families of color. The Village Project has become an integral part of the community and serves as a focal program where individuals and families from all racial and ethnic groups can access a range of culturally competent mental health and supportive services. The Village Project utilizes licensed clinicians, social workers, counselors, as well as interns who receive specific expertise and training in working with African Americans. The Village Project works in collaboration with other community-based organizations providing mental health services to ensure that services are culturally competent.

### **III. PROGRAM DESCRIPTION**

#### **Program 1: Outpatient Mental Health Services**

##### **A. Program Objectives**

1. To provide culturally specific short-term therapeutic interventions to individuals experiencing mild to moderate mental health issues and stressors including those associated with immigration related issues, institutional racism, discrimination, and trauma experienced over the lifetime of one's cultural identity.
2. To provide therapeutic services via face-to-face or telehealth (when available) to approximately twenty-one to twenty-six (21-26) Monterey County residents and their families in FY 2021-22, and one hundred and twenty (120) residents for each FY 2022-23 and 2023-24. This population will include mostly clients with moderate mental illness or those at risk of developing moderate symptoms.
3. Actual numbers will be based on acuity and individual client and family needs. Therapeutic services will be individualized based on need utilizing a Brief Treatment Model of approximately 16 sessions, with extensions and/or additional sessions provided as needed. Length of treatment per PEI regulations cannot exceed 18 months in clinical individual treatment.
4. Clinical services may include individual, group, family therapy, collateral, and case management.

##### **B. Scope of Work**

1. To provide culturally specific short-term therapeutic interventions to individuals experiencing mild to moderate mental health issues and stressors including those associated with immigration related issues, institutional racism, discrimination, and trauma experienced over the lifetime of one's cultural identity.
2. CONTRACTOR shall complete an assessment and treatment plan for each individual and provide the appropriate treatment based on the identified mental health need and functioning level.
3. CONTRACTOR shall provide group sessions on a variety of topics including health and stress management, life skills, grief, self-esteem, symptom relapse management, and mental health and co-occurring relapse prevention.
4. CONTRACTOR will provide to client and complete all legal and ethical documents including consent to treat, consent to release information, HIPAA (Health Insurance Portability and Accountability Act of 1996) and other forms.
5. All services shall be provided at a location and time that is convenient for the individual/family to the extent possible, consistent with organizational capacity.
6. CONTRACTOR shall deliver services in a manner that is culturally competent and linguistically appropriate for all people.
7. All services will be provided in the individual's preferred language. Friends or family members of the client will not be expected to provide interpretation services. CONTRACTOR may use interpretation services to address linguistic needs.
8. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
9. Should other agencies be involved, CONTRACTOR shall coordinate with other service providers including referrals and follow up to other community resources.
10. CONTRACTOR shall maintain client records. Paper charts may be used and must include all appropriate legal, ethical and clinical information as required by COUNTY and the State of California. CONTRACTOR will utilize the same Electronic Health Record as MCBH, Avatar, based on organizational needs and capacity.
11. CONTRACTOR may use both paper charts and Avatar and will communicate with COUNTY regarding record keeping practices.

C. Service Delivery Sites

1069 Broadway Avenue  
Seaside, California 93955

D. Population of Focus Description/Characteristics

The population of focus is the Monterey County African Americans and other unserved/underserved racial, ethnic, socio-economic groups who are in need of behavioral health services in order to ameliorate or prevent behavioral health issues that are causing distress to the client and/or their family.

## E. 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, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

## **Program 2: After School Academy**

### A. Program Objectives

1. To provide students in grades K-12 with mental health and educational strategies in a therapeutic environment aimed at increasing the functioning of these students both at home and at school. The program is focused on children who have been identified by the school district or their families as having problematic behaviors and interaction styles that negatively affect their education and relationships. The short-term goals are to decrease disruptive behaviors at home and school which are causing students to come to the attention of school officials including safety officers. The longer-term goals are for clients to increase their adaptive skills so they may be more successful in school and decrease the likelihood of engagement with the juvenile justice system. CONTRACTOR will provide its own referrals through clients met during outreach activities or clients who walk into CONTRACTOR site for services. Afterschool Academy staff will work with students via face-to-face or telehealth (when available) and will implement the therapeutic curriculum described below:

### B. Scope of Work

1. CONTRACTOR will conduct services in an environment appropriate for the needs of the students, in relation to location, size and access to therapeutic tools.
2. CONTRACTOR will meet with each child individually and in groups as needed.
3. CONTRACTOR will maintain a daily log which addresses client goals, problem areas and any mood, behavior or mental health issues that arise during the program.
4. CONTRACTOR will utilize behavioral and therapeutic techniques as appropriate for student age, culture, current educational and emotional functioning.
5. CONTRACTOR will maintain ongoing communication with students' caregivers and school district personnel when appropriate.
6. CONTRACTOR will focus on the following Treatment Areas:
  - a. Emotional Dysregulation Management –Students entering the program in the school year will receive services that will help with decreasing relatively severe emotional dysregulation issues. For students for whom this is a severe issue, they and their families will be referred to family therapy in The Village Project's therapy program.

- b. Anger Management – Staff will work in a fundamental way to help students realize their triggers, early warning signs and help them develop strategies for managing their anger. Severe cases will prompt a referral for family therapy.
  - c. Depression and Anxiety Management – Students dealing with depression and anxiety will be referred to therapists at the agency along with their families.
  - d. Reinforcement Practice – Staff will work with students to build resiliency through mentoring and youth development practices that builds self-esteem in children and youth and shows them ways to cope with stress and anxiety in a positive way that reduces depression and anxiety episodes.
  - e. Improving Academic Performance – Work with students to strengthen academic success and increase confidence to reduce symptomologies related to depression, anxiety, anger and other areas.
7. CONTRACTOR will collect and provide to the COUNTY the following data in order to meet program objectives:
- a. Daily attendance per client.
  - b. Techniques and interventions employed by school staff to support the students.
  - c. Outcomes of techniques and interventions as demonstrated by progress in the above Treatment Areas.

C. Program Goals

- 1. 90% of students with emotional dysregulation issues will demonstration marked reduction in dysregulation by coming to the program with appropriate affect and behaviors and be able to talk to staff whenever they feel their emotions are about to negatively change – that they can perform this task 8 out of every 10 times these emotions begin to occur. Staff report will be part of this goal achievement.
- 2. 95% of students who have unmanaged anger as an issue will be able to effectively carry out anger management methods and techniques when they feel themselves being triggered to include talking to staff about how they are feeling. Students will demonstrate that they know what their triggers are, along with their early warning signs are and strategies to use to head off the anger.
- 3. 95% of students who have had disciplinary occurrences during the past school year will have no disciplinary occurrences at school during the school year by using strategies they have learned and from school reports
- 4. 95% of student who have disorders will demonstrate that they are able to manage symptomologies by alerting staff when they first sense that symptomologies are about to occur and using strategies they have learned in counseling.
- 5. 95% of students in the program will have no grade lower than a C.
- 6. Services to be provided to (36) thirty-six youth in FY 2021-22 and 45 (forty-five) per FY 2022-23 & FY 2022-24.

D. Service Delivery Sites:

1069 Broadway Avenue, Seaside, California 93955  
1450 Elm Street, Seaside, California 93955

E. Population of Focus Description/Characteristics

The population of focus is the Monterey County African Americans and other unserved/underserved racial, ethnic and socio-economic groups in grades K-12.

F. 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, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

G. Meetings/Communications

CONTRACTOR will meet monthly with the designated MCBH Contract Monitor to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

H. Designated Contract Monitor

Dana Edgull  
Behavioral Health Services Manager  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
Email address: edgulldr@co.monterey.ca.us

**Program 3:**

**Outreach and Engagement Services Program Description**

A. Program Objectives

1. To assist potential clients to engage with The Village Project, Inc. and other community-based organizations;
2. To reduce/eliminate disparities that prevent timely access to adequate and effective mental health treatment for unserved/underserved/inappropriately served individuals and families from the African American, Latinx, Native, Asian/Pacific Islander and LGBTQ+ communities due to cultural mistrust, language or other barriers, and;

3. To reduce the stigma and discrimination that is so often associated with being diagnosed with mental illness or seeking mental health services.

## B. Scope of Work

For the past 13 years, The Village Project, Inc. has had Outreach and Engagement as one of the three components of its overall contract with Monterey County Behavioral Health Bureau. Outreach and Engagement activities, over the years, have involved presentations in churches, schools, cultural and community organizations, civil rights organizations such as the Monterey County Branch of the NAACP and the Monterey, North County and Salinas Councils of LULAC and appearances on local radio shows and local news shows on KSBW TV-8 and KION 46 and Access Monterey TV, which filmed a number of the organization's Lucille Hralima Mental Health Education Series presentations.

The staple of the Outreach and Engagement Program component is the organization's appearance in the community and the trust the community has in the organization. The Village Project, Inc. is consistently invited by low income housing complexes to set up display tables and speak to tenants, most of whom are people of color, about The Village Project, Inc.'s mental health programs and services. Likewise, tenant associations have also had staff from the organization be guest speakers at tenant association meetings to talk about the organization's programs and services. These activities resulted in numbers of tenants over the years coming to The Village Project, Inc. for mental health services, the vast majority of whom had never received mental health services of any kind before.

Nearly five years ago, The Village Project, Inc. added another program to its Outreach and Engagement service called the Lucille Hralima Mental Health Education Series. Lucille Hralima was a social worker in child welfare who from 2009 to 2011, and became The Village Project, Inc.'s first intern working toward licensure. She was open about having been diagnosed with Bipolar Disorder as a teen and advocated for more educational activities in communities of color. She did much to reduce stigma in the African American community, especially. Nearly four years ago, she was killed in a car wreck. In her memory, the organization fittingly named this series after her. The series consists of monthly presentations about mental health from the perspectives of different ethnic/cultural groups. They were well attended and rated highly by attendees. This narrative serves to illuminate The Village Project, Inc.'s history of organizing Outreach and Engagement activities in communities throughout Monterey County.

The Village Project, Inc., since its inception, has trained its clinical staff in identifying general risk factors in clients and potential clients with special attention paid to identifying these factors in people of color. Exacerbated by race-related stressors, those who are members of groups who have been historical victims and survivors of oppression, discrimination and racism, carry intergenerational trauma, depression and anxiety, which gets passed from one generation to the next and further exacerbated by the Pandemic and ongoing acts of racism done through acts of macro- and micro-aggressions. Clinical work will often not realize positive results unless a clinician addresses the issue of the role of racism in the lives and the mental health of these clients.

The Village Project, Inc.'s Outreach and Engagement Program over the thirteen years of the agency's existence continues to involve educating communities about the importance

of mental health by maintaining a presence in those communities through activities designed to reduce barriers such as distrust and stigma that prevent community members from seeking mental health treatment. More broadly, in addition to acquainting community members with the services of The Village Project, Inc., the program provides information on the other resources that exist in the County of which community members can also avail themselves.

### Prevention Services

In carrying out this component, The Village Project, Inc. will conduct the following outreach and engagement activities including:

1. Organizing and advertising the monthly Lucille Hralima Mental Health Series presentations;
2. Tabling at community events in various venues in Monterey County;
3. Presentations to schools and parent groups;
4. Speaking at churches and handing out brochures and flyers;
5. Tabling and making presentations to tenant associations;
6. Guest speaking at community and civic organizations;
7. Being available for pop up opportunities that periodically occur in communities;
8. Provide holistic clinical assessment of mental health needs for individuals who request mental health services and may provide case management support to provide linkages to treatment;
9. Addressing local governments and requesting resolutions for special acknowledgements, i.e., May as “Mental Health Awareness Month” and July as “Bebe Moore Campbell National Minority Mental Health Awareness Month” and do special community programming related to those government resolutions.
10. Coordinate culturally informed training focusing on the impact of historical trauma and racism for clinical staff.

Number of Individuals to be Served:

- Minimum of 700 in outreach and engagement activities per fiscal year. *For FY 21/22 total number served may be lower due to start date of program and conditions related to the pandemic.*
- Approximately 550 individuals will be reached in Outreach and Engagement activities for FY 22/23 and FY 23/24.
- For FY 21/22 144 individuals will receive a holistic clinical assessment.
- For FY 22/23 and FY 23/24 approximately 100 individuals will receive a holistic clinical assessment.

### C. Program Goals

1. Of the people who participate in the Lucille Hralima Mental Health Series and other events identified by TVP, 75% of people who held previous negative ideas about

mental health treatment will hold more positive views after contact with the organization or participating in the event.

2. 80% of individuals who request mental health counseling will be referred and connected to mental health treatment with TVP serving as many as the organization's capacity will allow. Individuals who cannot be served by TVP will be referred to other appropriate Behavioral Health Providers.

D. Expected Outcomes

Expected outcomes include the organization of numerous outreach activities in communities of color and the LGBTQ+ community. It is expected that there will be positive responses to these outreach activities by these communities which will result in the reduction of stigma and distrust, two factors that prevent many unserved and underserved from seeking mental health services and treatment. It is expected that a direct result of the reduction of these and other barriers, there will be an increase of members from those communities who will seek mental health services and treatment.

E. Service Delivery Site(s)

1. Site(s): 1069 Broadway Avenue, Seaside CA 93955
2. Hours of Operation: 8:00AM-5:00PM, Mondays-Fridays with exceptions when needed.

F. Population/Catchment Area to Be Served

Monterey County has four geographic regions, all of which The Village Project, Inc. has carried out outreach and engagement activities in the recent past. It is the intent of The Village Project, Inc. to provide outreach and engagement activities to those geographic areas and the populations within those areas.

1. Eligibility Monterey County residents
2. Legal Status: Voluntary

G. Meetings/Communications

CONTRACTOR will meet regularly with the designated MCBHB 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.

H. 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, DHCS and County. CONTRACTOR shall report to MCBH's designated Contract Monitor and Prevention Services Manager, on a quarterly and annual basis, demographic data for each service provided, as well as the program goals and outcomes included in the Program Description. As part of the County's ongoing PEI Program Evaluation process, these required program data and outcome reporting requirements may be revised to assure compliance with State PEI regulations.

I. Designated Contract Monitor

Prevention and Early Intervention (PEI) Coordinator

Dana Edgull -

Behavioral Health Services Manager

Monterey County Health Department

Behavioral Health Bureau

1270 Natividad Rd.

Salinas, CA 93906

Email address: [edgulldr@co.monterey.ca.us](mailto:edgulldr@co.monterey.ca.us)

**\*\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*\***

## **EXHIBIT B-2 PAYMENT AND BILLING PROVISIONS**

### **I. PAYMENT TYPES**

Negotiated and Provisional Rates and Cash Flow Advance up to the maximum annual contract amount.

### **II. PAYMENT RATE**

CONTRACTOR shall be reimbursed the following negotiated rates which are subject to all the cost report conditions set forth in this Exhibit B.

#### **PROGRAM 1: Outpatient Mental Health Services**

<b>Payment Period</b>	<b>Payment Method</b>	<b>Annual Total</b>
FY 2021-22	Hourly Rate (\$80)	\$85,000
FY 2022-23	1/12 of the total annual amount or \$17,917.67 per month	\$215,000
FY 2023-24	1/12 of the total annual amount or \$17,917.67 per month	\$215,000
<b>Total Maximum Amount for FY 2021-24</b>		<b>\$515,000</b>

#### **PROGRAM 2: After School Academy**

<b>Payment Period</b>	<b>Payment Method</b>	<b>Annual Total</b>
FY 2021-22	1/12 of the total annual amount or \$7,083 per month	\$85,000
FY 2022-23	1/12 of the total annual amount or \$7,916.67 per month	\$95,000
FY 2023-24	1/12 of the total annual amount or \$7,916.67 per month	\$95,000
<b>Total Maximum Amount for FY 2021-24</b>		<b>\$275,000</b>

**PROGRAM 3: Outreach and Engagement**

<b>Payment Period</b>	<b>Payment Method</b>	<b>Annual Total</b>
FY 2021-22	1/12 of the total annual amount or \$16,666.67 per month	\$200,000
FY 2022-23	1/12 of the total annual amount or \$16,666.67 per month	\$200,000
FY 2023-24	1/12 of the total annual amount or \$16,666.67 per month	\$200,000
<b>Total Maximum Amount for FY 2021-24</b>		<b>\$600,000</b>

**SUMMARY OF TOTAL PROGRAM AMOUNT PER FY**

<b>Program</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>	<b>FY 2022-24</b>
Program 1: Outpatient Mental Health Services	\$85,000	\$215,000	\$215,000
Program 2: Afterschool Academy	\$85,000	\$95,000	\$95,000
Program 3: Outreach and Engagement	\$200,000	\$200,000	\$200,000
<b>Total Program Amounts per FY</b>	<b>\$370,000</b>	<b>\$510,000</b>	<b>\$510,000</b>

**III. PAYMENT CONDITIONS**

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowances (CMA), which is based on the most recent State’s Schedule of Maximum Allowances (SMA) as established by the State’s Department of

Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on 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 (30<sup>th</sup>) 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 the event the back-up documentation does not fully justify the amount of the prior month's payment, COUNTY shall reconcile the subsequent month's Cash Flow Advance payment.

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](mailto:MCHDBHFinance@co.monterey.ca.us)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR’S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

#### 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 **\$1,390,000** for services rendered under this Agreement.

B. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
FY 2021-22	\$370,000
FY 2022-23	\$510,000
FY 2023-24	\$510,000
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$1,390,000</b>

- 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.

**V. BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY’S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR’S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of

COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

## **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 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. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

- F. CONTRACTOR’S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR’S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR’S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR’S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**VIII. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving

services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
  - 1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
  - 2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
  - 3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**IX. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

**X. 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."



# 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 Mary L. Adams to:

**Agreement No.: A-15247; Amendment No.: 1**

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15247 with The Village Project, Inc. for the provision of Prevention and Early Intervention Outreach and Engagement services retroactive to July 1, 2021 in the amount of \$200,000 for FY 2021-2022 and \$200,000 for FY 2022-2023, for a new total Agreement amount not to exceed \$740,000 for a term of July 1, 2021 through June 30, 2023.

PASSED AND ADOPTED on this 31<sup>st</sup> day of August 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 August 31, 2021.

Dated: September 7, 2021  
File ID: A 21-460  
Agenda Item No.: 27

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

Julian Lorenzana, Deputy

**AMENDMENT NO. 1  
TO MENTAL HEALTH SERVICES AGREEMENT NO. A-15247  
BETWEEN COUNTY OF MONTEREY AND  
THE VILLAGE PROJECT, INC.**

This Amendment No. 1 to Agreement A-15247 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and The Village Project, hereinafter referred to as CONTRACTOR.

**WHEREAS**, on May 25, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15247, and

**WHEREAS**, the COUNTY and CONTRACTOR request to amend the Agreement as specified below:

1. Add Program 3: Outreach and Engagement services and funding for FYs 2021-23.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced by EXHIBIT A-1: PROGRAM DESCRIPTION. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. EXHIBIT B: PAYMENT AND BILLING PROVISIONS is replaced by EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
3. 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.
4. This AMENDMENT NO. 1 shall be effective July 1, 2021.
5. This Amendment increases the contract amount by \$400,000 for a new contract amount of \$740,000.
6. A copy of the AMENDMENT NO. 1 shall be attached to the original Agreement executed by the COUNTY on May 25, 2021.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

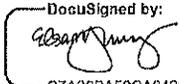
COUNTY OF MONTEREY

CONTRACTOR

THE VILLAGE PROJECT, INC.

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

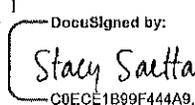
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Department Head (if applicable)  
9/8/2021 | 10:51 AM PDT

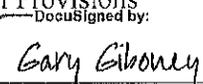
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form <sup>1</sup>  
By:  \_\_\_\_\_  
County Counsel

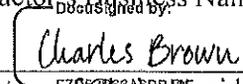
Date: 8/18/2021 | 9:48 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>  
By:  \_\_\_\_\_  
Auditor/Controller

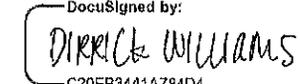
Date: 8/19/2021 | 7:57 AM PDT

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

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

By: \_\_\_\_\_  
Contractor's Business Name\*  
  
(Signature of Chair, President, or Vice President) \*

Date: \_\_\_\_\_  
Name and Title  
8/17/2021 | 3:24 PM PDT

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

Date: \_\_\_\_\_  
Dirrick Williams, Secretary  
Name and Title  
8/18/2021 | 8:00 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. <sup>1</sup>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 <sup>2</sup>Approval by Auditor-Controller is required <sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

## EXHIBIT A-1 PROGRAM DESCRIPTION

### I. IDENTIFICATION OF PROVIDER

The Village Project, Inc.  
1069 Broadway, Suites 200 and 201  
P. O. Box 127  
Seaside, CA 93955

### II. PROGRAM NARRATIVE

This program began as a unique response to the critical need to provide African Americans with intervention strategies that address issues that impact individuals and families of color. The Village Project has become an integral part of the community and serves as a focal program where individuals and families from all racial and ethnic groups can access a range of culturally competent mental health and supportive services. The Village Project utilizes licensed clinicians, social workers, counselors, as well as interns who receive specific expertise and training in working with African Americans. The Village Project works in collaboration with other community-based organizations providing mental health services to ensure that services are culturally competent.

In Fiscal Years (FYs) 2021-22 and 2022-23, The Village Project will provide Outpatient Mental Health Services and After School Program Services.

### III. PROGRAM DESCRIPTION

#### Program 1: Outpatient Mental Health Services

##### A. Program Objectives

1. To provide therapeutic services via face-to-face or telehealth (when available) to approximately twenty-one to twenty-six (21-26) Monterey County residents and their families per FY. This population will include mostly clients with moderate mental illness or those at risk of developing moderate symptoms.
2. To provide therapeutic services to at least 50% new/previously unserved clients.
3. Client services include individual, group, family therapy, collateral, and case management.
4. Client services to be documented as follows:
  - a. Each client will have an open episode in Avatar
  - b. Clients progress notes may be handwritten by the treating therapist.
  - c. All handwritten notes will be scanned into the chart for the respective client with a corresponding avatar note documenting type of service, service time and that actual progress note for that may be found in scanned documents.
5. Clients served will be the non-Medi-Cal population.

IV. Scope of Work

1. CONTRACTOR will provide the majority of their own referrals through clients met during outreach activities or clients who walk into CONTRACTOR site for services.
2. CONTRACTOR shall complete an assessment and treatment plan for each individual and provide the appropriate treatment based on the identified mental health need and functioning level. CONTRACTOR shall provide group sessions on a variety of topics including health and stress management, life skills, grief, self-esteem, symptom relapse management, and mental health and co-occurring relapse prevention.
3. CONTRACTOR will provide to client and complete all legal and ethical documents including consent to treat, consent to release information, HIPAA (Health Insurance Portability and Accountability Act of 1996) and other forms.
4. All services shall be provided at a location and time that is convenient for the individual/family to the extent possible, consistent with organizational capacity.
5. CONTRACTOR shall deliver services in a manner that is culturally competent and linguistically appropriate for all people.
6. All services will be provided in the beneficiary's preferred language. Friends or family members of the client will not be expected to provide interpretation services.
7. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
8. All services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
9. Should other agencies be involved, CONTRACTOR shall coordinate with other service providers including referrals and follow up to other community resources.
10. CONTRACTOR shall maintain client records. Paper charts may be used and must include all appropriate legal/ethical and clinical information as required by COUNTY.
11. Client services to be documented as follows:
  - a. Each client will have an open episode in Avatar
  - b. Clients progress notes may be handwritten by the treating therapist.
  - c. All handwritten notes must have corresponding information logged into avatar documenting type of service, date, service provider, and service time.

- d. Group services will have accompanied group note with theme for each group and brief group note for each client to be kept in paper chart.

V. Service Delivery Sites  
1069 Broadway Avenue, Suite 201  
Seaside, California 93955

VI. Population of Focus Description/Characteristics  
The population of focus is the Monterey County African Americans and other unserved/underserved racial, ethnic, socio-economic groups who are in need of behavioral health services in order to ameliorate or prevent behavioral health issues that are causing distress to the client and/or their family.

VII. Reporting Requirements  
CONTRACTOR will be required to report outcome data regularly to COUNTY as described in this contract.

**Program 2: After School Academy**

I. Program Objectives  
To provide students in grades 1-12 with mental health and educational strategies in a therapeutic environment aimed at increasing the functioning of these students both at home and at school. The program is focused on children who have been identified by the school district or their families as having problematic behaviors and interaction styles that negatively affect their education and relationships. The short-term goals are to decrease disruptive behaviors at home and school which are causing students to come to the attention of school officials including safety officers. The longer-term goals are for clients to increase their adaptive skills so they may be more successful in school and decrease the likelihood of engagement with the juvenile justice system. CONTRACTOR will provide its own referrals through clients met during outreach activities or clients who walk into CONTRACTOR site for services. Afterschool Academy staff will work with students via face-to-face or telehealth (when available) and will implement the therapeutic curriculum described below:

- II. Scope of Work
1. CONTRACTOR will conduct services in an environment appropriate for the needs of the students, in relation to location, size and access to therapeutic tools.
  2. CONTRACTOR will meet with each child individually and in groups as needed.
  3. CONTRACTOR will maintain a daily log which addresses client goals, problem areas and any mood, behavior or mental health issues that arise during the program.

4. CONTRACTOR will utilize behavioral and therapeutic techniques as appropriate for student age, culture, current educational and emotional functioning.
5. CONTRACTOR will maintain ongoing communication with students' caregivers and school district personnel when appropriate.
6. CONTRACTOR will focus on the following treatment areas:
  - a. Emotional Dysregulation Management –Students entering the program in the school year will receive services that will help with decreasing relatively severe emotional dysregulation issues. For students for whom this is a severe issue, they and their families will be referred to family therapy in The Village Project's therapy program.
  - b. Anger Management – Staff will work in a fundamental way to help students realize their triggers, early warning signs and help them develop strategies for managing their anger. Severe cases will prompt a referral for family therapy.
  - c. Depression and Anxiety Management – Students dealing with depression and anxiety will be referred to therapists at the agency along with their families.
  - d. Resiliency Reinforcement Practice – Staff will work with students to build resiliency through mentoring and youth development practices that builds self-esteem in children and youth and shows them ways to cope with stress and anxiety in a positive way that reduces depression and anxiety episodes.
  - e. Improving Academic Performance – Work with students to strengthen academic success and increase confidence to reduce symptomologies related to depression, anxiety, anger and other areas.
7. CONTRACTOR will collect and provide to the COUNTY the following data in order to meet program objectives:
  - a. Daily attendance per client. This may include client initials only
  - b. Therapeutic techniques employed
  - c. Level of success of therapeutic techniques. This information to be provided on a quarterly basis

### **III. Program Goals**

1. 90% of students with emotional dysregulation issues will demonstration marked reduction in dysregulation by coming to the program with appropriate affect and behaviors and be able to talk to staff whenever they feel their emotions are about to negatively change – that they can perform this task 8 out of every 10 times these emotions begin to occur. Staff report will be part of this goal achievement.

2. 95% of students who have unmanaged anger as an issue will be able to effectively carry out anger management methods and techniques when they feel themselves being triggered to include talking to staff about how they are feeling. Students will demonstrate that they know what their triggers are, along with their early warning signs and strategies to use to head off the anger.

3. 95% of students who have had disciplinary occurrences during the past school year will have no disciplinary occurrences at school during the school year by using strategies they have learned and from school reports

4. 95% of student who have disorders will demonstrate that they are able to manage symptomologies by alerting staff when they first sense that symptomologies are about to occur and using strategies they have learned in counseling.

5. 95% of students in the program will have no grade lower than a C.

Services to be provided to 36 youth per FY:

1.

<b>After School Academy</b>	
<b>Service</b>	<b>Estimated Number Services per FY</b>
Mentoring/Youth Development Services	A minimum of 36 Youth will be served

**IV. Service Delivery Sites:**

1069 Broadway Avenue, Suite 201 Seaside, California 93955  
1450 Elm Street, Seaside, California 93955

**V. Population of Focus Description/Characteristics**

The population of focus is the Monterey County African Americans and other unserved/underserved racial, ethnic and socio-economic groups in grades 1-12.

**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 (DHCS) and County. CONTRACTOR shall report to MCBH’s designated Contract Monitor and Prevention and Early Intervention Coordinator, on a quarterly basis, demographic data for each service provided, as well as the program outcomes as required by the PEI regulations as part of the PEI Program Evaluation Report process. Failure to provide reports in a timely manner may result in withholding of payment for services provided.

**VII. Meetings/Communications**

CONTRACTOR will meet monthly with the designated MCBH Contract Monitor to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

**VIII. Designated Contract Monitor**

Kacy Carr, LCSW  
Behavioral Health Services Manager  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd., Ste. 107  
Salinas, CA 93906  
(831) 755-8941

**(This Space Intentionally Left Blank)**

**Program 3:****Outreach and Engagement Services****I. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION**

For the past 13 years, The Village Project, Inc. has had Outreach and Engagement as one of the three components of its overall contract with Monterey County Behavioral Health Bureau. Outreach and Engagement activities, over the years, have involved presentations in churches, schools, cultural and community organizations, civil rights organizations such as the Monterey County Branch of the NAACP and the Monterey, North County and Salinas Councils of LULAC and appearances on local radio shows and local news shows on KSBW TV-8 and KION 46 and Access Monterey TV, which filmed a number of the organization's Lucille Hralima Mental Health Education Series presentations.

The staple of the Outreach and Engagement Program component is the organization's appearance in the community and the trust the community has in the organization. The Village Project, Inc. is consistently invited by low income housing complexes to set up display tables and speak to tenants, most of whom are people of color, about The Village Project, Inc.'s mental health programs and services. Likewise, tenant associations have also had staff from the organization be guest speakers at tenant association meetings to talk about the organization's programs and services. These activities resulted in numbers of tenants over the years coming to The Village Project, Inc. for mental health services, the vast majority of whom had never received mental health services of any kind before.

Nearly five years ago, The Village Project, Inc. added another program to its Outreach and Engagement service called the Lucille Hralima Mental Health Education Series. Lucille Hralima was a social worker in child welfare who from 2009 to 2011, and became The Village Project, Inc.'s first intern working toward licensure. She was open about having been diagnosed with Bipolar Disorder as a teen and advocated for more educational activities in communities of color. She did much to reduce stigma in the African American community, especially. Nearly four years ago, she was killed in a car wreck. In her memory, the organization fittingly named this series after her. The series consists of monthly presentations about mental health from the perspectives of different ethnic/cultural groups. They were well attended and rated highly by attendees. This narrative serves to illuminate The Village Project, Inc.'s history of organizing Outreach and Engagement activities in communities throughout Monterey County.

The Village Project, Inc., since its inception, has trained its clinical staff in identifying general risk factors in clients and potential clients with special attention paid to identifying these factors in people of color. Exacerbated by race-related stressors, those who are members of groups who have been historical victims and survivors of oppression, discrimination and racism, carry intergenerational trauma, depression and anxiety, which gets passed from one generation to the next and further exacerbated by the Pandemic and ongoing acts of racism done through acts of macro- and micro-aggressions. Clinical work will often not realize positive results unless a clinician addresses the issue of the role of racism in the lives and the mental health of these clients.

*The Village Project, Inc.  
Amendment No. 1 to Mental Health Services Agreement A-15247  
July 1, 2021 through June 30, 2023*

The Village Project, Inc.'s Outreach and Engagement Program over the thirteen years of the agency's existence continues to involve educating communities about the importance of mental health by maintaining a presence in those communities through activities designed to reduce barriers such as distrust and stigma that prevent community members from seeking mental health treatment. More broadly, in addition to acquainting community members with the services of The Village Project, Inc., the program provides information on the other resources that exist in the County of which community members can also avail themselves.

**II. Prevention Services**

In carrying out this component, The Village Project, Inc. will conduct the following outreach and engagement activities including:

1. Organizing and advertising the monthly Lucille Hralima Mental Health Series presentations;
2. Tabling at community events in various venues in Monterey County;
3. Presentations to schools and parent groups;
4. Speaking at churches and handing out brochures and flyers;
5. Tabling and making presentations to tenant associations;
6. Guest speaking at community and civic organizations;
7. Being available for pop up opportunities that periodically occur in communities;
8. Provide holistic clinical assessment of mental health needs for individuals who request mental health services;
9. Addressing local governments and requesting resolutions for special acknowledgements, i.e., May as "Mental Health Awareness Month" and July as "Bebe Moore Campbell National Minority Mental Health Awareness Month" and do special community programming related to those government resolutions.
10. Coordinate culturally informed training focusing on the impact of historical trauma and racism for clinical staff.

Number of Individuals to be Served:

- Minimum of 700 in outreach and engagement activities per fiscal year. *For FY 21/22 total number served may be lower due to start date of program and conditions related to the pandemic.*
- For FY 21/22 144 individuals will receive a holistic clinical assessment.
- For FY 22/23 144 individuals receive a holistic clinical assessment.

### III. Program Goals

1. Have documentation of having made direct contact with at least 700 people per year through events put on by The Village Project, Inc. and events the organization participated in as part of its outreach and engagement efforts.
2. 75% of people who held previous negative ideas about mental health treatment will hold more positive views after contact with the organization following the Lucille Hralima Mental Health Series and other events identified by TVP.
3. 80% of individuals who request mental health counseling will be referred and connected to mental health treatment with TVP serving as many as the organization's capacity will allow. Individuals who cannot be served by TVP will be referred to other appropriate Behavioral Health Providers.

### IV. Program Objectives

1. To assist potential clients to engage with The Village Project, Inc. and other community-based organizations;
2. To reduce/eliminate disparities that prevent timely access to adequate and effective mental health treatment for unserved/underserved/inappropriately served individuals and families from the African American, Latinx, Native, Asian/Pacific Islander and LGBTQ+ communities due to cultural mistrust, language or other barriers, and;
3. To reduce the stigma and discrimination that is so often associated with being diagnosed with mental illness or seeking mental health services.

### V. Expected Outcomes

Expected outcomes include the organization of numerous outreach activities in communities of color and the LGBTQ+ community. It is expected that there will be positive responses to these outreach activities by these communities which will result in the reduction of stigma and distrust, two factors that prevent many unserved and underserved from seeking mental health services and treatment. It is expected that a direct result of the reduction of these and other barriers, there will be an increase of members from those communities who will seek mental health services and treatment.

### VI. Service Delivery Site(s)

1. Site(s): 1069 Broadway Avenue, Suites 200-201, Seaside CA 93955
2. Hours of Operation: 8:00AM-5:00PM, Mondays-Fridays with exceptions when needed.

**VII. PROGRAM ELIGIBILITY**

**A. Population/Catchment Area to Be Served**

Monterey County has four geographic regions, all of which The Village Project, Inc. has carried out outreach and engagement activities in the recent past. It is the intent of The Village Project, Inc. to provide outreach and engagement activities to those geographic areas and the populations within those areas.

**B. Eligibility Monterey County residents**

**C. Legal Status: Voluntary**

**VIII. MEETINGS/COMMUNICATIONS**

CONTRACTOR will meet regularly with the designated MCBHB 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.

**IX. REPORTING REQUIREMENTS**

Monterey County Behavioral Health (MCBH) 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, PEI Coordinator and to EvalCorp at [mcbh-eval@evalcorp.com](mailto:mcbh-eval@evalcorp.com).

**X. DESIGNATED CONTRACT MONITOR**

Kacy Carr  
Behavioral Health Services Manager  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906

Prevention and Early Intervention (PEI) Coordinator  
Dana Edgull -  
Behavioral Health Services Manager  
Monterey County Health Department  
Behavioral Health Bureau  
1270 Natividad Rd.  
Salinas, CA 93906  
Email address: [edgulldr@co.monterey.ca.us](mailto:edgulldr@co.monterey.ca.us)

**EXHIBIT B-1:  
PAYMENT AND BILLING PROVISIONS**

---

**I. PAYMENT TYPES**

Negotiated, Provisional Rates and Cash Flow Advance up to the maximum annual contract amount.

**II. PAYMENT RATE**

CONTRACTOR shall be reimbursed the following negotiated rates which are subject to all the cost report conditions set forth in this Exhibit B.

**PROGRAM 1:**

<b>FY 2021-22 OUTPATIENT MENTAL HEALTH SERVICES</b>		
Service	Hourly Rate	Total Maximum Agreement Amount
Mental Health Services	\$80	\$85,000
<b>FY 2022-23 OUTPATIENT MENTAL HEALTH SERVICES</b>		
Service	Hourly Rate	Total Maximum Agreement Amount
Mental Health Services	\$80	\$85,000

**PROGRAM 2:**

<b>FY 2021-22 AFTER SCHOOL ACADEMY</b>			
Service	Estimated Number of Individuals Served	Monthly Provisional Rate	Total Maximum Agreement Amount
Mentoring & Youth Development	A minimum of 36 youth to be served	\$7,083	\$85,000
<b>FY 2022-23 AFTER SCHOOL ACADEMY</b>			
Service	Estimated Number of Individuals Served	Monthly Provisional Rate	Total Maximum Agreement Amount
Mentoring & Youth Development	A minimum of 36 youth to be served	\$7,083	\$85,000

**PROGRAM 3:**

<b>FY 2021-22 Outreach and Engagement</b>			
<b>Service</b>	<b>Estimated Number of Individuals Served</b>	<b>Monthly Provisional Rate</b>	<b>Total Maximum Agreement Amount FY 2021-22</b>
Mentoring & Youth Development	A minimum of (700) individuals to be served	\$16,666.67	\$200,000
<b>FY 2022-23 Outreach and Engagement</b>			
<b>Service</b>	<b>Estimated Number of Individuals Served</b>	<b>Monthly Provisional Rate</b>	<b>Total Maximum Agreement Amount FY 2022-23</b>
Mentoring & Youth Development	A minimum of (700) individuals to be served	\$16,666.67	\$200,000

**SUMMARY OF TOTAL PROGRAM AMOUNT PER FY**

<b>Program</b>	<b>FY 2021-22</b>	<b>FY 2022-23</b>
Program 1: Outpatient Mental Health Services	\$85,000	\$85,000
Program 2: Afterschool Academy	\$85,000	\$85,000
Program 3: Outreach and Engagement	\$200,000	\$200,000
<b>Total Program Amounts per FY</b>	<b>\$370,000</b>	<b>\$370,000</b>

**III. PAYMENT CONDITIONS**

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's

Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on 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 (30<sup>th</sup>) 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 the event the back-up documentation does not fully justify the amount of the prior month's payment, COUNTY shall reconcile the subsequent month's Cash Flow Advance payment.

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](mailto:MCHDBHFinance@co.monterey.ca.us)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

#### **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 **\$740,000** for services rendered under this Agreement.

*The Village Project, Inc.  
Amendment No. 1 to Mental Health Services Agreement A-15247  
July 1, 2021 through June 30, 2023*

## B. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
FY 2021-2022	\$370,000
FY 2022-2023	\$370,000
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$740,000</b>

- 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.

V. **BILLING AND PAYMENT LIMITATIONS**

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

**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 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. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal

and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**VIII. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
  - C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
  - D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
  - E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
  - F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
    1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
    2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
    3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**IX. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid

by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

**X. 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."



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

## Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-15247**

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement with The Village Project, Inc. for the term July 1, 2021 - June 30, 2023 for mental health and after school program services to Monterey County residents in the amount of \$170,000 for Fiscal Year (FY) 2021-22 and \$170,000 for FY 2022-23 for a total Agreement not to exceed \$340,000 for the term of July 1, 2021 through June 30, 2023; and
- b. Authorize the Director of Health or Assistant Director of Health to approve up to three future amendments that do not exceed ten percent (10%) (\$34,000) of the original amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 25<sup>th</sup> day of May 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 May 25, 2021.

Dated: May 26, 2021  
File ID: A 21-194  
Agenda Item No.: 26

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

  
Julian Lorenzana, Deputy

**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 **THE VILLAGE PROJECT, INC.** (hereinafter “CONTRACTOR”).

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. 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: **Mental Health Services for underrepresented/underserved populations and the After-School Academy Services.**

**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
- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: COST REIMBURSEMENT INVOICE FORM
- EXHIBIT H: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT

## II. 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.

## III. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **July 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 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.

- 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 with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

**IV. 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.

**V. 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.

## VI. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.
- B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.
- C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.
- D. Exclusion from Participation in Federal Health Care Program or State Equivalent.
1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
  2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).
    - a. CONTRACTOR shall be responsible to determine on a monthly basis whether any of its officers, employees, subcontractors, agents, or other individuals or entities are on either or both excluded lists of OIG and S&I and shall immediately notify the COUNTY upon discovery that any of its officers, employees, subcontractors, agents, or other individuals or entities appears on either or both excluded lists.

- b. The OIG list is currently found at the following web address: <http://exclusions.oig.hhs.gov>. The S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp>.

## **VII. 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.

## **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. 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.

## **X. 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.

## **XI. 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 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 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.

## **XII. REVENUE AND EXPENDITURE REPORT**

- A. CONTRACTOR shall submit, as requested by the COUNTY, the Revenue 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 Revenue 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.

## **XIII. 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 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.

#### **XIV. 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 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.

## **XV. 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 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.

- 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.

## **XVI. 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.

## **XVII. DRUG FREE WORKPLACE**

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

- A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1. The dangers of drug abuse in the workplace;
  - 2. The person's or organization's policy of maintaining a drug-free workplace;
  - 3. Any available drug counseling, rehabilitation, and employees assistance programs;
  - 4. The penalties that may be imposed upon employees for drug abuse violations;
  - 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.

## **XVIII. 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.

## **XIX. 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).

## **XX. GENERAL PROVISIONS**

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.
- G. Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.
- H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

**XXI. 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**

Katy Eckert, MBA  
Behavioral Health Director  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4580

**CONTRACTOR**

Melvin T. Mason, LCSW  
Executive Director  
P.O. Box 127  
1069 Broadway, Suites 200 & 201  
Seaside, CA 93955  
(831) 392-1500

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

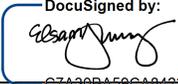
COUNTY OF MONTEREY

CONTRACTOR

THE VILLAGE PROJECT, INC.

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

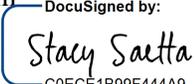
Date: \_\_\_\_\_

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

Date: 5/28/2021 | 10:23 AM PDT

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form <sup>1</sup>  
By:  \_\_\_\_\_  
County Council

Date: 5/4/2021 | 9:10 AM PDT

Approved as to Fiscal Provisions <sup>2</sup>  
By:  \_\_\_\_\_  
Auditor/Controller

Date: 5/4/2021 | 9:30 AM PDT

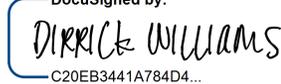
Approved as to Liability Provisions <sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

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

By: \_\_\_\_\_  
Contractor Business Name\*  
  
\_\_\_\_\_  
(Signature of Chair, President, or Vice-President)\*

In

Date: 4/28/2021 | 12:57 PM PDT

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

Vice Chair / Acting Secretary

Name and Title

Date: 4/28/2021 | 2:29 PM PDT

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. <sup>1</sup>Approval by County Council is required; if Agreement is \$100,000 and less approval by County Council is required only when modifications are made to any of the Agreement's standardized terms and conditions <sup>2</sup>Approval by Auditor-Controller is required <sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

**THE VILLAGE PROJECT**  
**EXHIBIT A: PROGRAM DESCRIPTION**

**I. IDENTIFICATION OF PROVIDER**

The Village Project, Inc.  
1069 Broadway, Suites 200 and 201  
P. O. Box 127  
Seaside, CA 93955

**II. PROGRAM NARATIVE**

This program began as a unique response to the critical need to provide African Americans with intervention strategies that address issues that impact individuals and families of color. The Village Project has become an integral part of the community and serves as a focal program where individuals and families from all racial and ethnic groups can access a range of culturally competent mental health and supportive services. The Village Project utilizes licensed clinicians, social workers, counselors, as well as interns who receive specific expertise and training in working with African Americans. The Village Project works in collaboration with other community-based organizations providing mental health services to ensure that services are culturally competent.

In Fiscal Years (FYs) 2021-22 and 2022-23, The Village Project will provide Outpatient Mental Health Services and After School Program Services.

**III. PROGRAM DESCRIPTION**

**Program 1:**

**Outpatient Mental Health Services**

**A. Program Objectives**

1. To provide therapeutic services via face-to-face or telehealth (when available) to approximately twenty-one to twenty-six (21-26) Monterey County residents and their families per FY. This population will include mostly clients with moderate mental illness or those at risk of developing moderate symptoms.
2. To provide therapeutic services to at least 50% new/previously unserved clients.
3. Client services include individual, group, family therapy, collateral, and case management.
4. Client services to be documented as follows:
  - a. Each client will have an open episode in Avatar
  - b. Clients progress notes may be handwritten by the treating therapist.
  - c. All handwritten notes will be scanned into the chart for the respective client with a corresponding avatar note documenting type of service, service time and that actual progress note for that may be found in scanned documents.

5. Clients served will be the non-Medi-Cal population.

**B. Scope of Work**

1. CONTRACTOR will provide the majority of their own referrals through clients met during outreach activities or clients who walk into CONTRACTOR site for services.
2. CONTRACTOR shall complete an assessment and treatment plan for each individual and provide the appropriate treatment based on the identified mental health need and functioning level. CONTRACTOR shall provide group sessions on a variety of topics including health and stress management, life skills, grief, self-esteem, symptom relapse management, and mental health and co-occurring relapse prevention.
3. CONTRACTOR will provide to client and complete all legal and ethical documents including consent to treat, consent to release information, HIPAA (Health Insurance Portability and Accountability Act of 1996) and other forms.
4. All services shall be provided at a location and time that is convenient for the individual/family to the extent possible, consistent with organizational capacity.
5. CONTRACTOR shall deliver services in a manner that is culturally competent and linguistically appropriate for all people.
6. All services will be provided in the beneficiary's preferred language. Friends or family members of the client will not be expected to provide interpretation services.
7. Clinical staff assignments will be consistent with the needs of the individual/family and will provide an opportunity for the beneficiary to have a choice of therapist.
8. All services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
9. Should other agencies be involved, CONTRACTOR shall coordinate with other service providers including referrals and follow up to other community resources.
10. CONTRACTOR shall maintain client records. Paper charts may be used and must include all appropriate legal/ethical and clinical information as required by COUNTY.
11. Client services to be documented as follows:
  - d. Each client will have an open episode in Avatar
  - e. Clients progress notes may be handwritten by the treating therapist.
  - f. All handwritten notes must have corresponding information logged into avatar documenting type of service, date, service provider, and service time.
  - g. Group services will have accompanied group note with theme for each group and brief group note for each client to be kept in paper chart.

C. Service Delivery Sites

1069 Broadway Avenue, Suite 201  
Seaside, California 93955

D. Population of Focus Description/Characteristics

The population of focus is the Monterey County African Americans and other unserved/underserved racial, ethnic, socio-economic groups who are in need of behavioral health services in order to ameliorate or prevent behavioral health issues that are causing distress to the client and/or their family.

E. Reporting Requirements

CONTRACTOR will be required to report outcome data regularly to COUNTY as described in this contract.

**Program 2:**

**After School Academy**

**Program Objectives**

1. To provide students in grades 1-12 with mental health and educational strategies in a therapeutic environment aimed at increasing the functioning of these students both at home and at school. The program is focused on children who have been identified by the school district or their families as having problematic behaviors and interaction styles that negatively affect their education and relationships. The short-term goals are to decrease disruptive behaviors at home and school which are causing students to come to the attention of school officials including safety officers. The longer-term goals are for clients to increase their adaptive skills so they may be more successful in school and decrease the likelihood of engagement with the juvenile justice system. CONTRACTOR will provide its own referrals through clients met during outreach activities or clients who walk into CONTRACTOR site for services. Afterschool Academy staff will work with students via face-to-face or telehealth (when available) and will implement the therapeutic curriculum described below:

**Scope of Work**

1. CONTRACTOR will conduct services in an environment appropriate for the needs of the students, in relation to location, size and access to therapeutic tools.
2. CONTRACTOR will meet with each child individually and in groups as needed.
3. CONTRACTOR will maintain a daily log which addresses client goals, problem areas and any mood, behavior or mental health issues that arise during the program.
4. CONTRACTOR will utilize behavioral and therapeutic techniques as appropriate for student age, culture, current educational and emotional functioning.
5. CONTRACTOR will maintain ongoing communication with students' caregivers and school district personnel when appropriate.
6. CONTRACTOR will focus on the following treatment areas:
  - a. Emotional Dysregulation Management –Students entering the program in the school year will receive services that will help with decreasing relatively severe emotional dysregulation issues. For students for whom this is a severe issue, they and their families will be referred to family therapy in The Village Project's therapy program.
  - b. Anger Management – Staff will work in a fundamental way to help students realize their triggers, early warning signs and help them develop strategies for managing their anger. Severe cases will prompt a referral for family therapy.

- c. Depression and Anxiety Management – Students dealing with depression and anxiety will be referred to therapists at the agency along with their families.
- d. Resiliency Reinforcement Practice – Staff will work with students to build resiliency through mentoring and youth development practices that builds self-esteem in children and youth and shows them ways to cope with stress and anxiety in a positive way that reduces depression and anxiety episodes.
- e. Improving Academic Performance – Work with students to strengthen academic success and increase confidence to reduce symptomologies related to depression, anxiety, anger and other areas.

7. CONTRACTOR will collect and provide to the COUNTY the following data in order to meet program objectives:

- a. Daily attendance per client. This may include client initials only
- b. Therapeutic techniques employed
- c. Level of success of therapeutic techniques. This information to be provided on a quarterly basis

#### Program Goals

1. 90% of students with emotional dysregulation issues will demonstration marked reduction in dysregulation by coming to the program with appropriate affect and behaviors and be able to talk to staff whenever they feel their emotions are about to negatively change – that they can perform this task 8 out of every 10 times these emotions begin to occur. Staff report will be part of this goal achievement.
2. 95% of students who have unmanaged anger as an issue will be able to effectively carry out anger management methods and techniques when they feel themselves being triggered to include talking to staff about how they are feeling. Students will demonstrate that they know what their triggers are, along with their early warning signs are and strategies to use to head off the anger.
3. 95% of students who have had disciplinary occurrences during the past school year will have no disciplinary occurrences at school during the school year by using strategies they have learned and from school reports
4. 95% of student who have disorders will demonstrate that they are able to manage symptomologies by alerting staff when they first sense that symptomologies are about to occur and using strategies they have learned in counseling.
5. 95% of students in the program will have no grade lower than a C.

Services to be provided to 36 youth per FY:

1.

<b>After School Academy</b>	
<b>Service</b>	<b>Estimated Number Services per FY</b>
Mentoring/Youth Development Services	A minimum of 36 Youth will be served

2. Service Delivery Sites:

1069 Broadway Avenue, Suite 201 Seaside, California 93955  
 1450 Elm Street, Seaside, California 93955

A. Population of Focus Description/Characteristics

The population of focus is the Monterey County African Americans and other unserved/underserved racial, ethnic and socio-economic groups in grades 1-12.

B. 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 (DHCS) and County. CONTRACTOR shall report to MCBH’s designated Contract Monitor and Prevention and Early Intervention Coordinator, on a quarterly basis, demographic data for each service provided, as well as the program outcomes as required by the [PEI regulations](#) as part of the PEI Program Evaluation Report process. Failure to provide reports in a timely manner may result in withholding of payment for services provided.

C. Meetings/Communications (Programs 1 and 2)

CONTRACTOR will meet monthly with the designated MCBH Contract Monitor to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

D. Designated Contract Monitor (Programs 1 and 2)

Kacy Carr, LCSW  
 Behavioral Health Services Manager  
 Monterey County Health Department  
 Behavioral Health Bureau  
 1270 Natividad Rd., Ste. 107  
 Salinas, CA 93906  
 (831) 755-8941

<b>Group/activity type</b>	<b>Funding/program</b>	<b>Type of reporting</b>	<b>Given to MCBH</b>
Therapy groups	Outpatient/program 1	A. Avatar B. Avatar	Within 72 hours of service via avatar and monthly invoicing
Individual therapy	Outpatient/Program 1	A.	
Afterschool program	Program 2	A. Spreadsheet with client initials, attendance percentage, behavioral problem, interventions. B. Word document listing percentages from contract: a. emotional dysregulation, b. anger management techniques, c. zero disciplinary, d. Alert staff when sx arise, e. percent of children lower than C grades	Quarterly reports and monthly invoicing

**This Space Intentionally Left Blank**

**EXHIBIT B:**  
**PAYMENT AND BILLING PROVISIONS**

---

**I. PAYMENT TYPES**

Negotiated and Provisional Rate up to the maximum annual contract amount.

**II. PAYMENT RATE**

CONTRACTOR shall be reimbursed the following negotiated rates which are subject to all the cost report conditions set forth in this Exhibit B.

**PROGRAM 1:**

<b>FY 2021-22 OUTPATIENT MENTAL HEALTH SERVICES</b>		
Service	Hourly Rate	Total Maximum Agreement Amount
Mental Health Services	\$80	\$85,000
<b>FY 2022-23 OUTPATIENT MENTAL HEALTH SERVICES</b>		
Service	Hourly Rate	Total Maximum Agreement Amount
Mental Health Services	\$80	\$85,000

**PROGRAM 2:**

<b>FY 2021-22 AFTER SCHOOL ACADEMY</b>			
Service	Estimated Number of Individuals Served	Monthly Provisional Rate	Total Maximum Agreement Amount
Mentoring & Youth Development	A minimum of 36 youth to be served	\$7,083	\$85,000
<b>FY 2022-23 AFTER SCHOOL ACADEMY</b>			
Service	Estimated Number of Individuals Served	Monthly Provisional Rate	Total Maximum Agreement Amount
Mentoring & Youth Development	A minimum of 36 youth to be served	\$7,083	\$85,000

**III. PAYMENT CONDITIONS**

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same

as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Allowances (CMA), which is based on the most recent State's Schedule of Maximum Allowances (SMA) as established by the State's Department of Mental Health. The SMA Schedule shall be used until COUNTY establishes the COUNTY'S rate Schedule of Maximum Allowances. CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.
- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on 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 (30<sup>th</sup>) 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 the event the back-up documentation does not fully justify the amount of the prior month's payment, COUNTY shall reconcile the subsequent month's Cash Flow Advance payment.

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](mailto:MCHDBHFinance@co.monterey.ca.us)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The

parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

#### 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 **\$340,000** for services rendered under this Agreement.

B. Maximum Annual Liability:

<b>FISCAL YEAR LIABILITY</b>	<b>AMOUNT</b>
FY 2021-22	\$170,000
FY 2022-23	\$170,000
<b>TOTAL MAXIMUM LIABILITY</b>	<b>\$340,000</b>

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.

#### V. BILLING AND PAYMENT LIMITATIONS

A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.

- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

## **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 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. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

B. CONTRACTOR acknowledges and agrees that the COUNTY, in under taking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for

those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.
- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**VIII. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Mental Health guidelines and WIC sections 5709 and 5710.
  2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:
1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
  2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
  3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**IX. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.
- H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.
- I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

**X. 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.”

**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.

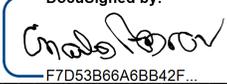
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose 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:  
  
F7D53B66A6BB42F...  
\_\_\_\_\_  
Signature of Authorized Representative

4/28/2021 | 12:57 PM PDT  
\_\_\_\_\_  
Date

The Village Project, Inc.  
Business Name of Contractor  
  
Melvin T. Mason, LCSW  
Name of Authorized Representative (*printed*)

Executive Director  
Title of Authorized Representative

**EXHIBIT D:  
ASSURANCE OF COMPLIANCE WITH  
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	The Village Project, Inc.		
Name of Designee	Melvin T. Mason, LCSW		
Title of Designee	Executive Director		
Street	P.O. Box 127		
City	Seaside	State	CA Zip 93955
IRS Employer Identification Number	61-1562515		
<b>I certify that the above information is complete and correct to the best of my knowledge and belief.</b>			
 Signature of Contractor		Date 4/28/2021   12:57 PM PDT	
Title of Contractor: Executive Director			

*The Village Project, Inc.  
Mental Health Services Agreement  
July 01, 2021 through June 30, 2023*

**EXHIBIT E:  
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 ethic/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.

*The Village Project, Inc.  
Mental Health Services Agreement  
July 01, 2021 through June 30, 2023*

- 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 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 in 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:  
  
 F7D53B66A6BB42F...

Signature of Authorized Representative  
4/28/2021 | 12:57 PM PDT

Date

The Village Project, Inc.  
Contractor (Organization Name)

Melvin T. Mason, LCSW  
Name of Authorized Representative (*printed*)

Executive Director  
Title of Authorized Representative

## **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 **The Village Project, Inc.** (“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;

(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;

(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.

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.

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:

The Village Project, Inc.  
 P.O. Box 127 Seaside, CA 93955  
 Attn: Melvin T. Mason, LSCW, Executive Director  
 Tel: (831) 392-1500

Fax: (831) 392-1501

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau  
1270 Natividad Rd. Salinas, CA 93906  
Attn: Kathryn Eckert, MBA, Behavioral Health Director  
Tel: (831) 755-4580

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**

**[BUSINESS ASSOCIATE] THE VILLAGE PROJECT, INC.**

By:   
C7A30BA59CA8423...

By:   
F7D53B66A6BB42F...

Print Name: Elsa M. Jimenez

Print Name: Melvin T. Mason, LCSW

Print Title: Director of Health

Print Title: Executive Director

Date: 5/28/2021 | 10:23 AM PDT

Date: 4/28/2021 | 12:57 PM PDT

BAA- Health Department Revised 12/12/2014

**EXHIBIT G: Behavioral Health Cost Reimbursement Invoice (Program 1)**

**Contractor:** The Village Project, Inc.

**Invoice Number:**

**Address Line 1** 1069 Braodway, Suites 200 & 201

**County PO No.:**

**Address Line 2** Mailing: P.O Box 127, Seaside, CA 93955

**Invoice Period:**

**Tel. No.:**

**Fax No.:**

**Contract Term:** July 1, 2021-June 30, 2022

**Final Invoice:** (Check if Yes)

**BH Division:** Behavioral Health

**BH Control Number**

**Funded Program:** Program 1: Outpatient MH Services

**AVATAR Program:**

Service Description	Mode of Service	Service Function Code	Rate per Unit (Hour)	Total Contracted UOS FY 2021-22	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining UOS Deliverables	% of Remaining Deliverables	Total Annual Contract Amount	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
Mental Health Services			\$80.00	1,063					1,063		\$85,000.00				85,000.00	100.00%
<b>TOTALS</b>																

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](mailto:MCHDBHFinance@co.monterey.ca.us)

Behavioral Health Authorization for Payment

\_\_\_\_\_  
 Authorized Signatory \_\_\_\_\_  
 Date

*The Village Project, Inc.  
 Mental Health Services Agreement  
 July 01, 2021 through June 30, 2023*

**EXHIBIT G: Behavioral Health Cost Reimbursement Invoice (Program 2)**

<b>Contractor:</b> The Village Project, Inc.	<b>Invoice Number:</b> <input style="width:90%;" type="text"/>
<b>Address Line 1:</b> 1069 Broadway, Suites 200 & 201	<b>County PO No.:</b> <input style="width:90%;" type="text"/>
<b>Address Line 2:</b> Mailing: P.O. Box 127, Seaside, CA 93955	<b>Invoice Period:</b> <input style="width:90%;" type="text"/>
<b>Tel. No.:</b> <input style="width:90%;" type="text"/>	<b>Final Invoice:</b> (Check if Yes) <input style="width:50px;" type="checkbox"/>
<b>Fax No.:</b> <input style="width:90%;" type="text"/>	
<b>Contract Term:</b> July 1, 2021 - June 30, 2022	
<b>BH Division:</b> Mental Health Services	<b>BH Control Number</b>
<b>Funded Program:</b> Program 2: Mentoring and Youth Development - Cash Flow Advance	
<b>AVATAR Program:</b> <input style="width:90%;" type="text"/>	

Service Description	Rates of Payment - FY 2021-22	Total Annual Contract Amount FY 2021-22	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
Outreach and Engagement Services	Rate of payment amount as invoiced per month not to exceed FY 2021-22 Total Cash Flow Advance amount of \$7,083.00	\$85,000.00			\$85,000.00	100%
<b>TOTALS</b>		<b>\$85,000.00</b>			<b>\$85,000.00</b>	

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: <a href="mailto:MCHDBHFinance@co.monterey.ca.us">MCHDBHFinance@co.monterey.ca.us</a>	Behavioral Health Authorization for Payment <hr/> Authorized Signatory _____ Date _____
--	--

*The Village Project, Inc.  
 Mental Health Services Agreement  
 July 01, 2021 through June 30, 2023*

**EXHIBIT H:  
ANNUAL REPORT(S) 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 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 15<sup>th</sup> for the fiscal year ending on the previous June 30<sup>th</sup> 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:
    - 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. 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.
- 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. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section 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.

### **III. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

1. paid in one cash payment by CONTRACTOR to COUNTY;
  2. deducted from future claims over a period not to exceed six (6) months;
  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.



# Monterey County

**Item No.44**

## Board Report

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

**Legistar File Number: A 22-452**

**August 23, 2022**

**Introduced:** 8/11/2022

**Current Status:** Health Department -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Mental Health Services Agreement between the County of Monterey and Psynergy Programs, Inc. for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$2,826,243 for the retroactive term of July 1, 2022 through June 30, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$282,624) of the original Agreement amount and do not significantly alter the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Mental Health Services Agreement between the County of Monterey and Psynergy Programs, Inc. for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$2,826,243 for the retroactive term of July 1, 2022 through June 30, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$282,624) of the original Agreement amount and do not significantly alter the scope of services.

### SUMMARY/DISCUSSION:

Psynergy Programs, Inc. operates three (3) licensed residential care facilities that County Behavioral Health has used for many years: Cielo Vista, located in the City of Greenfield, which provides the maximum levels of care to assist clients who are at risk of being admitted to a facility requiring a higher level of care, Nueva Vista, located in the City of Morgan Hill, which provides intensive levels of care for clients recently discharged from locked skilled facilities, and Tres Vista also in Morgan Hill, which provides 24-hour adult independent housing and an outpatient clinic. In addition to these three long-standing facilities, two years ago Psynergy added two new facilities offering similar services in the Sacramento area, Nueva Vista Sacramento, and Vista de Robles, which we have since utilized for County clients, and a third facility, Vista Esperanza in North Highlands, California, will be available in December 2022 as a Residential Care Facility for the Elderly (RCFE). Combined, these new facilities give the County access to much needed capacity for crucial mental health and residential care services. The Psynergy Programs, Inc. residential care facilities provide normalizing experiences and supervision necessary for clients with serious and persistent mental illnesses.

The County has maintained Agreement A-14876 with Psynergy Programs, Inc. which expired on June 30, 2022 after a two-year term. This new one-year Agreement continues the past relationship with Psynergy Programs, Inc. providing for a continuum of existing services. By carefully reallocating funds from less frequently used lower service levels of care, County Behavioral Health was able to expand our capacity for the most needed higher level of care beds, while increasing the total County obligation by only 1.5% over the last multi-year agreement, despite an average 15% increase from the vendor for most services since FY 2020-21.

The approval of this Agreement will provide the necessary resources and increase the options for clients to be placed in a facility that best suits their needs and to live in the least restrictive community setting as possible. This Agreement meets the requirements of the State Welfare and Institutions Code 5600 (Bronzan-McCorquodale Act), the California Code of Regulations Titles 9 and 22, and sustains the continuity of care services to seriously mentally ill clients of Monterey County.

This 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 agreement is late in being presented to your board and is retroactive to July 1, 2022 due to vendor delays in the submission of the required Exhibit H Revenue and Expenditure Summary, and in updated insurance being provided to the County as required by County Risk Management.

This work supports the following Monterey County Health Department 2018-2022 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 100% funded by 1991 Realignment revenues. The funds for this Agreement (\$2,826,243) are included in the Health Department’s Behavioral Health (HEA012, Unit 8410) Fiscal Year 2022-23 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to 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 II, 796-1277

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:  
Agreement



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-452**

**August 23, 2022**

**Introduced:** 8/11/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Mental Health Services Agreement between the County of Monterey and Psynergy Programs, Inc. for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$2,826,243 for the retroactive term of July 1, 2022 through June 30, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$282,624) of the original Agreement amount and do not significantly alter the scope of services.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Mental Health Services Agreement between the County of Monterey and Psynergy Programs, Inc. for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$2,826,243 for the retroactive term of July 1, 2022 through June 30, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$282,624) of the original Agreement amount and do not significantly alter the scope of services.

**SUMMARY/DISCUSSION:**

Psynergy Programs, Inc. operates three (3) licensed residential care facilities that County Behavioral Health has used for many years: Cielo Vista, located in the City of Greenfield, which provides the maximum levels of care to assist clients who are at risk of being admitted to a facility requiring a higher level of care, Nueva Vista, located in the City of Morgan Hill, which provides intensive levels of care for clients recently discharged from locked skilled facilities, and Tres Vista also in Morgan Hill, which provides 24-hour adult independent housing and an outpatient clinic. In addition to these three long-standing facilities, two years ago Psynergy added two new facilities offering similar services in the Sacramento area, Nueva Vista Sacramento, and Vista de Robles, which we have since utilized for County clients, and a third facility, Vista Esperanza in North Highlands, California, will be available in December 2022 as a Residential Care Facility for the Elderly (RCFE). Combined, these new facilities give the County access to much needed capacity for crucial mental health and residential care services. The Psynergy Programs, Inc. residential care facilities provide normalizing experiences and supervision necessary for clients with serious and persistent mental illnesses.

The County has maintained Agreement A-14876 with Psynergy Programs, Inc. which expired on June 30, 2022 after a two-year term. This new one-year Agreement continues the past relationship with Psynergy Programs, Inc. providing for a continuum of existing services. By carefully reallocating funds from less frequently used lower service levels of care, County Behavioral Health was able to expand our capacity for the most needed higher level of care beds, while increasing the total County obligation by only 1.5% over the last multi-year agreement, despite an average 15% increase from the vendor for most services since FY 2020-21.

The approval of this Agreement will provide the necessary resources and increase the options for clients to be placed in a facility that best suits their needs and to live in the least restrictive community setting as possible. This Agreement meets the requirements of the State Welfare and Institutions Code 5600 (Bronzan-McCorquodale Act), the California Code of Regulations Titles 9 and 22, and sustains the continuity of care services to seriously mentally ill clients of Monterey County.

This 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 agreement is late in being presented to your board and is retroactive to July 1, 2022 due to vendor delays in the submission of the required Exhibit H Revenue and Expenditure Summary, and in updated insurance being provided to the County as required by County Risk Management.

This work supports the following Monterey County Health Department 2018-2022 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 100% funded by 1991 Realignment revenues. The funds for this Agreement (\$2,826,243) are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2022-23 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to 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

Legistar File Number: A 22-452

---

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 II, 796-1277

Approved by:

DocuSigned by:  


Date: 8/16/2022 | 6:50 AM PDT

C7A30BA59CA8423...  
Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachment:

Agreement

**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 **PSYNERGY PROGRAMS, INC.** (hereinafter “CONTRACTOR”).

**RECITALS**

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**I. 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: provide community-based living and normalizing experiences for adults with severe psychiatric disabilities.

**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

- EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
- EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
- EXHIBIT G: COST REIMBURSEMENT INVOICE FORMS
- EXHIBIT H: REVENUE AND EXPENDITURE REPORT
- EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT AND AUDIT
- EXHIBIT J: COMPLEX CARE LEVEL OF SERVICE FORM

### 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, 2022** 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 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.
- 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 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.
- 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 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 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 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.
  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 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 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 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 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.
- 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.
- 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 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 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**

Katy Eckert  
Behavioral Health Director  
1270 Natividad Road  
Salinas, CA 93906  
(831) 755-4580

**CONTRACTOR**

Arturo Uribe, LCSW  
President and Chief Executive Officer  
Psynergy Programs, Inc.  
18225 Hale Avenue  
Morgan Hill, CA 95037  
(408) 465-8280  
Fax: (408) 465-8295

(The remainder of this page is left intentionally blank)

**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

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

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

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

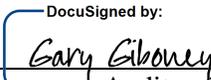
Date: \_\_\_\_\_

Approved as to Form <sup>1</sup>

By:  \_\_\_\_\_  
C0ECE1B99F444C3 County Counsel

Date: 8/4/2022 | 5:21 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

By:  \_\_\_\_\_  
D3834B7A01101 Auditor-Controller's Office

Date: 8/5/2022 | 8:23 AM PDT

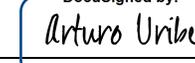
Approved as to Liability Provisions<sup>3</sup>

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

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

**PSYNERGY PROGRAMS, INC.**

Contractor's Business Name \*

By:  \_\_\_\_\_  
BB8170051360443

(Signature of Chair, President,  
or Vice-President) \*  
Arturo Uribe, LCSW; President and CEO  
Name and Title

Date: 7/27/2022 | 11:04 AM PDT

By:  \_\_\_\_\_

(Signature of Secretary, Asst. Secretary,  
CFO, Treasurer or Asst. Treasurer) \*

Jean Edwards, Secretary

Name and Title

Date: 7/27/2022 | 12:43 PM PDT

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.

<sup>1</sup>Approval by County Counsel is required; if Agreement is \$100,000 or less, approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in Sections XI or XII

**EXHIBIT A: PROGRAM DESCRIPTION****I. IDENTIFICATION OF PROVIDER**

Incorporation Status: Private, for profit, Corporation

<b>Facility Name</b>	<b>Service Address</b>	<b># of Beds</b>	<b>Type of Facility</b>
Cielo Vista Adult Residential Facility	806 Elm Avenue, Greenfield, CA 93927	40	24-hour Adult Residential Care Facility / Outpatient Services
Nueva Vista Adult Residential Facility	18225 Hale Avenue, Morgan Hill, CA 95037	72	24-hour Adult Residential Intensive & Dual Diagnosis Level of Care Facility / Outpatient Services
Nueva Vista Sacramento	4604 Roosevelt Avenue, Sacramento, CA 95820	60	24-hour Adult Residential Intensive & Dual Diagnosis Level of Care Facility / Outpatient Services
Vista Esperanza RCFE	5240 Jackson Street, North Highlands, CA 95660	54	Residential Care Facility for the Elderly
Vista de Robles Adult Residential Facility	9847 Folsom Blvd., Sacramento, CA 95827	80	24-hour Adult Residential Intensive & Dual Diagnosis Level of Care Facility / Outpatient Services
Tres Vista Apartments	18217 Hale Avenue, Apts. # 200, 210, 220 & 230, Morgan Hill, CA 95037	6	24-hour Adult Supported Accommodations / Independent Housing – Psynergy Morgan Hill Outpatient Clinic

**Psynergy Programs Medi-Cal Certified Outpatient Mental Health Clinics:**

Psynergy Morgan Hill  
18217 Hale Avenue  
Morgan Hill, CA 95037

Psynergy Greenfield  
215 Huerta Avenue  
Greenfield, CA 93927

Psynergy Sacramento – Clinic A  
4612 Roosevelt Avenue  
Sacramento CA 95820

Psynergy Sacramento – Clinic B  
4616 Roosevelt Avenue  
Sacramento CA 95820

Psynergy Folsom Sacramento  
9951 Horn Road, Suite B  
Sacramento CA 95827

## II. PROGRAM DESCRIPTION OF SERVICES

The need to provide stable housing and effective clinical services for adults with severe mental illness remains a challenge for many county agencies. Psynergy Programs offers Adult Residential Facilities (ARF), Residential Care Facilities for the Elderly (RCFE) and outpatient mental health clinics in close proximity. CONTRACTOR has demonstrated that providing reliable adult residential home care in combination with intensive outpatient mental health services can help individuals with mental illness avoid the unnecessary expense and emotional trauma often associated with incarceration and hospitalization. CONTRACTOR provides both residential services and mental health services to people with serious mental illnesses ages 18 and above. The program utilizes tenets of the Wellness and Recovery, Integrated Dual Diagnosis Treatment and Modified Therapeutic Community (MTC) treatment models, (Phase One, Two and Four). CONTRACTOR's programs are an alternative to locked settings such as a State Hospital, Psychiatric Hospital, an Institute for Mental Disease (IMD), a Psychiatric Health Facility (PHF) and Jail. The intent and goal of CONTRACTOR's services is to improve each individual's quality of life, to help individuals gain the skills and ability necessary to stay out of locked hospital settings and to move into a less restrictive living arrangement in the community.

The program will provide primary intervention services as certified and needed, to Medi-Cal eligible clients to reduce psychiatric hospital stays, reduce Institute for Mental Disease (IMD) placements, and to ensure access to all services necessary to live in the least restrictive community setting possible. The residential program assists residents with medication and medical appointments as well as with a wide variety of daily living skills. Residential care includes weekly residential council meetings, house meetings, staff meetings, money management and structured activities. The facility is designed to enable clients with severe mental illness to live in an unlocked setting that is designed to provide a maximum level of supervision and structured mental health support services and treatment programs that maximize functioning of the participants. Services provided by this facility include:

- A. Assisting clients in decreasing symptoms or behaviors that can result in utilization of higher levels of care by providing a level of supervision and intensive interaction that is consistent with the clients' needs as outlined in the client's individualized care plan.
- B. Providing Mental Health services which include, but are not limited to, assessment, evaluation, mental health services, plan development, case management and collateral contacts.
- C. Provide a multi-disciplinary team which may include licensed social workers, nurses, mental health coordinators, and mental health aides to offer wellness/recovery-oriented support services.
- D. Mental Health Services to provide support while clients work toward individual wellness/recovery goals and programs.

- E. Self-care development to become more responsible in taking medications as prescribed by the treating physician. The facility will encourage the client to use treatment services and develop continuing support systems.

### **III. PROGRAM GOALS AND OBJECTIVES**

The CONTRACTOR will provide services to individuals diagnosed with Serious Mental Illness (SMI) and Serious Persistent Mental Illness (SPMI) whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain the individual in community settings. The goal is to assist individuals in IMD levels of care to step-down and transition back into the community with the support that has been demonstrated to be the most effective, using the Modified Therapeutic Community and Wellness and Recovery models.

The purpose of the Psynergy Programs, Inc. suite of programs is to provide wellness/recovery-oriented integrated mental health services within a continuum of supervised and supportive residential settings. Services are provided which focus on assisting clients to live in the least restrictive level of care and to enhance ones quality of life. The program may utilize a variety of tools that will assist individuals with Daily Living Skills, and will provide linkage to employment, education and community integration.

In order to receive payment for the care of mentally ill clients who have been assessed by the MCBHD, a residential care facility must be licensed by the State of California Community Care Licensing. CONTRACTOR must provide the following services:

- A. Participate with the MCBHD Case Coordinator, the client and others in the development of an individualized needs assessment and care plan for each client within the first thirty (30) days of placement and retain a signed copy of the documented results in a client chart that is retained in the facility.
- B. Work cooperatively with the staff and programs of the MCBHD to accomplish each client's individualized treatment plan and will document significant ongoing problems and/or progress.
- C. Will attempt to reasonably manage those crisis situations to avoid the need for psychiatric hospitalization. The goal will be to reduce the client's need for acute psychiatric services.
- D. Will work cooperatively with and provide information to the MCBHD Case Coordinator to facilitate the evaluation of those clients who have been discharged due to medical necessity or to a facility providing a more acute level of care that are deemed to require re-admission.
- E. Will transport or arrange transportation for the client to, and/or will monitor, visits for psychiatric treatment at MCBHD will attend scheduled medication evaluation and planning appointments as well as work with MCBHD staff when medications are changed.

- F. Will store and assist residents with self-administered medications in an approved and effective manner, following State guidelines and maintain an updated record of the daily monitoring of medication, recording changes in dosages and types.
- G. Arrange transportation for the client to attend services and programs as outlined in each client's individual care plan as well as educate and encourage the client to use the services of the MCBHD Adult Services Programs and other specialized services identified in each client's individualized care plan. CONTRACTOR will cooperate with the Case Coordinator and the staff of specialized services identified in each client's individualized care plan.
- H. Post, on a monthly basis, information about programs, groups and activities that are provided by community agencies and activities that the facility will provide for clients in the general and specialized needs and interests of the client
- I. CONTRACTOR will encourage the client to develop regular daily activities or routines and to teach self-care such as maintaining an acceptable level of personal hygiene and grooming, as well as physical and dental health. CONTRACTOR will provide adequate supplies and materials to accomplish this goal.
- J. CONTRACTOR will ensure that the client receives an annual medical evaluation and will record the date and results of all medical and dental visits in the client's folder. CONTRACTOR will monitor to ensure that the client follows up on any established plan to care for identified medical and dental problems and will record these actions in the client's folder.
- K. The facility will provide services in a manner that reflects an understanding of the specialized needs of the seriously mentally ill.
- L. CONTRACTOR will ensure that all administrative staff and staff responsible for the supervision of clients receive a minimum of twenty (20) hours of training. The training schedule will be shared with MCBHD. The facility will document and maintain a record of each staff person's attendance at approved training programs.
- M. CONTRACTOR will allow the staff of the MCBHD access to the facility, to the extent authorized by law.
- N. CONTRACTOR will work with the staff of the MCBHD to conduct client assessments, monitor care, provide consultation, conduct record reviews and evaluate the results of the services.

#### **IV. ADMISSION CRITERIA**

The CONTRACTOR shall admit adult clients referred by the COUNTY with DSM V serious mental illness Diagnostic Categories including but not limited to:

- Schizophrenia
- Bipolar disorders

- Schizoaffective disorders
- Mental health disorders that substantially interfere with the person's ability to carry out primary aspects of daily living in the community

## **V. DISCHARGE CRITERIA**

Two weeks' notice is required for discharge from Psynergy Programs to ensure all supporting documentation is prepared in a timely manner with a safe medical, psychiatric, and therapeutic transition plan.

Clients are discharged or transferred from Contractor's Facilities when the Client has successfully completed a treatment plan and no longer needs this level of residential care, the Client or their conservator requests a transfer or discharge, or the Client needs a higher level of medical or psychiatric care.

A. The Client has demonstrated that they meet one or more of the following criteria listed below:

1. Client has met the criteria for discharge listed in their treatment plan;
2. Client has alleviated all crisis and/or other symptoms; or
3. Client has demonstrated ability to function in a less-restrictive environment.

(OR)

B. The Client meets one or more of the following criteria listed below:

1. Client has demonstrated need for a higher level of medical or psychiatric care;
2. Client has demonstrated an uncooperative attitude toward treatment and is actively engaged in counter-productive behavior;
3. Client has demonstrated threats and/or other dangerous behavior to other residents or staff;
4. Client has engaged in property damage or theft;
5. Client has brought contraband articles or material into Contractor's Facilities and/or onto the Contractor's property;
6. Client has engaged in drinking alcohol or using illicit drugs while residing at Contractor's Facilities; or
7. Client has expired.

## **VI. BED HOLDS**

Requests for bed holds will be made on an individual basis by COUNTY with a maximum hold of five (5) days, unless prior arrangements are discussed. The Bed Hold rate will be at the rate corresponding to the patients Complexity Level when they left for the Bed Hold period (Level I or Level II), as described in Exhibit B.

## **VII. CERTIFICATION/TYPE OF FACILITY LICENSE**

The facility must show evidence of currently meeting all licensing requirements for Community Care facilities authorized by the State Department of Social Services to provide care and supervision to mentally disordered adults, as defined in Section 1502 of the Health and Safety Code. The facility must retain ongoing licensure and be in full compliance with licensing regulations. Any complaints received by the CONTRACTOR pertaining to services performed pursuant to this Agreement must be referred to MCBHD.

## **VIII. PROGRESS & OUTCOMES REPORTING REQUIREMENTS**

Contractor will meet regularly with the designated Adult Behavioral Health Services Manager to monitor progress on client and project outcomes. Contractor will be required to report outcomes data regularly to MCBHD according to the requirements as set forth by the State Department of Mental Health. MCBHD will provide to the Contractor the reporting requirements, forms and instructions as required by DMH and the MCBHD which may include the following:

- Quarterly summary of treatment or progress
- Quarterly psychiatric summaries

## **IX. DESIGNATED 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  
[quitorr@co.monterey.ca.us](mailto:quitorr@co.monterey.ca.us)

(The remainder of this page is left intentionally blank)

## **EXHIBIT B: PAYMENT AND BILLING PROVISIONS**

---

### **I. PAYMENT TYPES**

Provisional Rate and Negotiated Rate

### **II. PAYMENT AUTHORIZATION FOR SERVICES**

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

### **III. LEVELS OF TREATMENT COMPLEXITY**

A supplemental services patch rate will be determined and based on an individual's level of treatment complexity. Rates will be compatible with these terms reflected in this Exhibit B.

CONTRACTOR will work in collaboration with COUNTY case manager to determine Level I or Level II rate for each referred client. CONTRACTOR will utilize the Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool prior to admission. County staff and Psynergy staff both will provide input to determine the client's complexity level prior to admission to Psynergy Programs.

The client's complexity level will be assessed upon admission, discharge, and at the request of the case manager, using the Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool. If there is a significant change in the level of functioning before discharge, CONTRACTOR and COUNTY case manager will establish a new benchmark assessment, using the Exhibit J Psynergy Programs Complex Care Level of Service Evaluation as an assessment tool and adjust the daily patch rate accordingly.

Examples of some Complexity Level I and Level II care coincide with the specialized needs, reporting, and treatment requirements of the following client populations:

- 1) Individuals who have severe psychiatric conditions that require additional temporary assistance in monitoring medical issues or that need continued support and education to manage chronic medical conditions such as diabetes and COPD.
- 2) Individuals with co-occurring disorders such as substance abuse, developmental delays or physical impairments that require linkage to specialized community resources or that may need various behavioral supports, including specialized health care, frequent one-to-one supervision and prompting to maintain a community placement.
- 3) Individuals requiring Restricted Health Care Plans, incontinent care (urinary and fecal), Diabetes and Insulin management, Colostomy care, Vitals, Oncology treatment and support, etc. significant medication management, crushed medication orders, medication adherence precautions, treatment supports, multiple medications, and supporting refusals with medication room staff interventions.

- 4) Individuals released from jail requiring additional supports and reporting. Mental Health Diversion, PC1001.36, Registered Sex Offenders, Court Ordered Treatment (AOT, Laura's Law), Arsonists, Electronic monitoring devices, and Probation.

### **Intensive Support Services (ISS) Program**

- 1) ISS provides a higher level of care to transitional clients, including but not limited to, higher levels of supervision, separate smaller residential wing, more intensive clinical and medication management leading to symptom stabilization, and supervised integration with other facility residents.
- 2) Program intended for County clients who are discharged to Contractor from Psychiatric Health Facilities, Psychiatric Hospitals, State Hospitals, Crisis Stabilization Units, and Behavioral Health Units. Program may also be beneficial to County clients who are not thriving, relapsing or decompensating while admitted to Contractor residential programs.

### **Isolation Support Services**

If a resident has been ordered to stay in their room due to COVID, or other transmissible disease or diagnosis, precautions, or exposure, CONTRACTOR will charge a rate of \$100.00 per diem for room support, bedside support, medication delivery, or other 1:1 support as needed. This will support the affected Psynergy facility in providing temporary and on-call staff for support and supervision. A typical isolation protocol due to COVID infection or exposure can be up to 14 days.

### **Residential Care Facility for Elderly (RCFE)**

Vista Esperanza is an all-inclusive full service, whole person care, program providing services to adults 60+ years, or younger if determined as needed, who have a serious and persistent mental illness with a co-occurring physical disorder that are risk of losing their community placement due to an ongoing chronic co-existing physical impairment.

Anticipated Outpatient Specialty Mental Health services will be eight to ten hours a month provided onsite from Psynergy Sacramento Clinic.

These older adults have had extensive histories of institutionalization or at high risk for a higher level of care, hospitalizations, unplanned emergency services and at high risk for skilled nursing care. Vista Esperanza provides 24-hour residential care, 24-hour nursing, full ADL support for stable yet medically fragile older adults as well as adults.

## **IV. PAYMENT RATE**

### **A. PROVISIONAL RATE: COUNTY MAXIMUM REIMBURSEMENT (CMA)**

Case Management, Collateral Services, Mental Health Services, Medication Support, and Crisis Intervention shall be paid at the County Maximum Reimbursement (CMA) rate, which is provisional and subject to all the cost report conditions as set forth in this Exhibit B.

The following program services will be paid for actual client usage in arrears, not to exceed the listed CMA rates, on a monthly basis for a total amount not to exceed **\$1,255,322** for FY 2022-23 (amounts are rounded to the nearest dollar):

Service Description	Mode of Service	Function Code	# of Clients	Monthly Units per Client	Estimated Units (Min/Yr)	CMA Rate	Estimated FY 2022-23 Total
Case Management	15	01-09	27	27	8,748	\$2.92	\$25,544
MHS-Collateral Services	15	10-19	27	11	3,564	\$3.29	\$11,726
Mental Health Services	15	30-57, 59	27	540	174,960	\$3.29	\$575,618
Medication Support	15	60-69	27	315	102,060	\$6.16	\$628,690
Crisis Intervention	15	70-79	27	7	2,268	\$6.06	\$13,744
<b>Total Services Billed to Medi-Cal FY 2022-23:</b>							<b>\$1,255,322</b>

## B. NEGOTIATED RATE: BOARD AND CARE

The following Board and Care services will be paid for actual client usage in arrears, not to exceed the listed daily bed rates, on a monthly basis for a total amount not to exceed **\$1,538,996** for FY 2022-23 (amounts are rounded to the nearest dollar):

Board and Care Service				
Fiscal Year	Board & Care Monthly Service	Number of Months/Year	Estimated # of Clients Per Month	Maximum Annual Amount
July 1, 2022 - June 30, 2023	\$1212 - \$1232	12	2	\$29,568
<b>Maximum County Obligation FY 2022-23:</b>				<b>\$29,568</b>

Service Location	Board & Care Service Description	# of Clients	Estimated Units (Days/Yr)	Daily Bed Rate	Estimated FY 2022-23 Total
Cielo Vista / Nueva Vista / Nueva Vista Sacramento / Vista de Robles / Vista Esperanza	Day Rate for Complexity Level I	20	7,300	\$159.50	\$1,164,350
Cielo Vista / Nueva Vista / Nueva Vista Sacramento / Vista de Robles / Vista Esperanza	Day Rate for Complexity Level II	5	1,825	\$133.10	\$242,908
Cielo Vista / Nueva Vista / Nueva Vista Sacramento / Vista de Robles / Vista Esperanza	Day Rate for Intensive Support Services	0.5	183	\$264.00	\$48,312
Tres Vista	Day Rate for Individuals with Benefits	2	730	\$54.60	\$39,858
All Contracted Service Locations	Isolation Support Services	10	140	\$100.00	\$14,000
<b>Maximum County Obligation FY 2022-23:</b>					<b>\$1,509,428</b>

## **C. NEGOTIATED RATE: TRANSPORTATION, MILEAGE AND ENHANCED SUPPORT AND SUPERVISION**

### **Transportation/Mileage**

Transportation may be required for admissions, Conservatorship hearings, and/or discharge to a lower level of care.

CONTRACTOR will pick-up new admissions from placements upon request from COUNTY. From the residence, to the destination, and return in a Psynergy Program insured car and driver rate is \$50.00 per hour in 15-minute increments, plus mileage. The standard mileage rates for all vehicle types is .58.5 cents per mile for business miles driven. Driver will ensure the safety and supervision of individuals, ensure admission paperwork and medications are in order, a meal provided, hydration, and cigarette breaks if so required.

### **Enhanced Support and Supervision**

CONTRACTOR will provide individual support and supervision with prior authorization from COUNTY. The rate for Enhanced Support and Supervision is \$40.00 per hour in 15-minute increments. Examples of individual support and supervision are:

- Stand by assistance for dialysis treatment, including bedside support during treatment and transport to and from treatment.
- Stand by assistance for chemotherapy treatment, including bedside support during treatment, and transport to and from treatment.
- Stand by assistance for physical therapy treatment, including support during therapy session, and transport to and from treatment.
- Individual support for clients diagnosed with Severe & Persistent Mental Illness (SPMI) and Intellectual Disabilities, that without this individual support are placing their housing at risk due to the escalation of symptoms and behaviors.
- Bereavement support for individuals attending funeral or memorial of a loved one, including transportation to and from services.

The following Transportation (to include mileage) and Enhanced Support and Supervision services will be paid for actual client usage in arrears, not to exceed the listed rates, on a monthly basis for a total amount not to exceed **\$31,925** for FY 2022-23 (*amounts are rounded to the nearest dollar*):

FISCAL YEAR	Service Description	Estimated Units (Hours/Year)	Service Rate / Hour	Estimated FY Liability	TOTAL AMOUNT PER FY	
July 1, 2022 to June 30, 2023	Enhanced Support and Supervision	600	\$40	\$24,000	\$29,000	
	Transportation	100	\$50	\$5,000		
	Mileage	Estimated Units (Miles/Year)		Service Rate / Mile	Estimated FY Liability	\$2,925
		5,000		\$0.585	\$2,925	
<b>Total Transportation (to include mileage) and Enhanced Services FY 2022-23:</b>					<b>\$31,925</b>	

## V. PAYMENT CONDITIONS

- A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act (“MHSA”), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY’S Maximum Allowances (CMA). CONTRACTOR shall be responsible for costs that exceed applicable CMAs. In no case shall payments to CONTRACTOR exceed CMAs. In addition to the CMA limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the “Maximum Obligation of County,” as identified in this Exhibit B, Section V.

- B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program (“an eligible beneficiary”), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal

Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

- C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.
- D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on 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 (30<sup>th</sup>) 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](mailto:MCHDBHFinance@co.monterey.ca.us)

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any “obligations incurred” included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR’S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The

County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

## VI. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$2,826,243** for services rendered under this Agreement.

### B. MAXIMUM ANNUAL LIABILITY:

FISCAL YEAR	Mental Health / Medi-Cal Services	Transportation / Enhanced Services	Board & Care Services	TOTAL AMOUNT PER FISCAL YEAR
July 1, 2022 to June 30, 2023	\$1,255,322	\$31,925	\$1,538,996	\$2,826,243
<b>TOTAL COUNTY MAXIMUM LIABILITY:</b>				<b><u>\$2,826,243</u></b>

- 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

- A. Provisional Payments: COUNTY payments to CONTRACTOR for performance of eligible services hereunder are provisional until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. COUNTY adjustments to provisional payments to CONTRACTOR may be based upon COUNTY'S claims processing information system data, State adjudication of Medi-Cal and Healthy Families claims files, contractual limitations of this Agreement, annual cost and MHSA reports, application of various Federal, State, and/or COUNTY reimbursement limitations, application of any Federal, State, and/or COUNTY policies, procedures and regulations, and/or Federal, State, or COUNTY audits, all of which take precedence over monthly claim reimbursements.
- B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.
- C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.
- D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.
- E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

## VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

**VIII. BILLING PROCEDURES AND LIMITATIONS ON COUNTY'S FINANCIAL RESPONSIBILITY FOR PAYMENT OF SERVICES UNDER FEDERAL SOCIAL SECURITY ACT, TITLE XIX SHORT-DOYLE/MEDI-CAL SERVICES AND/OR TITLE XXI HEALTHY FAMILIES**

The Short-Doyle/Medi-Cal (SD/MC) claims processing system enables California county Mental Health Plans (MHPs) to obtain reimbursement of Federal funds for medically necessary specialty mental health services provided to Medi-Cal-eligible beneficiaries and to Healthy Families subscribers diagnosed as Seriously Emotionally Disturbed (SED). The Mental Health Medi-Cal program oversees the SD/MC claims processing system. Authority for the Mental Health Medi-Cal program is governed by Federal and California statutes.

- A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services and/or Healthy Families services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services and/or Healthy Families services are submitted by CONTRACTOR to COUNTY.

CONTRACTOR shall be solely liable and responsible for all service data and information submitted by CONTRACTOR.

- B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

- C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal, and/or Healthy Families claims or other State required claims data within the thirty (30) calendar day time frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.
- D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services, and/or Healthy Families services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.
- E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services and/or Healthy Families services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.
- F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.
- G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.
- H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, and/or Title XXI Healthy Families services/ activities subsequently denied or disallowed by Federal, State and/or COUNTY government.
- I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may offset future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section IV (Method of Payments for Amounts Due to County) of this Agreement.

- J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.
- K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

**IX. PATIENT/CLIENT ELIGIBILITY, UMDAP FEES, THIRD PARTY REVENUES, AND INTEREST**

- A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:
  - 1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.
  - 2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.
- B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.
- C. CONTRACTOR may retain unanticipated program revenue, under this Agreement, for a maximum period of one Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement. CONTRACTOR shall report the expenditures for the mental health services/activities funded by this unanticipated revenue in the Annual Report(s) and Cost Report Settlement submitted by CONTRACTOR to COUNTY.
- D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.
- E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.
- F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) and Cost Report Settlement all fees paid by patients/clients receiving services hereunder, all

fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) and Cost Report Settlement showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

**X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS**

- A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.
- B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.
- C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.
- D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.
- E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.
- F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.
- G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter,

CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

## **XI. AUTHORITY TO ACT FOR THE COUNTY**

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

(The remainder of this page is left intentionally blank)

**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.***

Psynergy Programs, Inc.  
\_\_\_\_\_  
Business Name of Contractor

Arturo Uribe, LCSW  
\_\_\_\_\_  
Name of Authorized Representative (printed)

President and Chief Executive Officer  
\_\_\_\_\_  
Title of Authorized Representative

DocuSigned by:  
*Arturo Uribe*  
\_\_\_\_\_  
Signature of Authorized Representative

7/27/2022 | 11:04 AM PDT  
\_\_\_\_\_  
Date

**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.

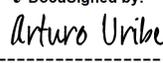
Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal 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		Psynergy Programs, Inc.	
Name of Contractor's Designee		Arturo Uribe, LCSW	
Title of Designee		President and Chief Executive Officer	
Street	18225 Hale Avenue		
City	Morgan Hill	State	CA Zip 95037
IRS Employer Identification Number	94-3131675		
<b>I certify that the above information is complete and correct to the best of my knowledge and belief.</b>			
 ----- BB817029E07C443... Signature of Contractor		Date 7/27/2022   11:04 AM PDT	

## **EXHIBIT E: 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.
- Offer services in unserved and underserved communities.

- Have services available in the evening and on weekends to ensure maximum accessibility.
- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Trique and other languages spoken of Monterey County residents).

**Definitions for Cultural Competency**

*“Cultural Competence” is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.*

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

*“Cultural Competence” is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.*

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

*[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.*

(Cross, Bazron, Dennis & Issacs, 1989)

*The ability to work effectively with culturally diverse clients and communities.*

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County’s Health Department – Behavioral Health’s Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Trique, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.
2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and 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 in 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:  
  
 Signature of Authorized Representative

7/27/2022 | 11:04 AM PDT  
 Date

Psynergy Programs, Inc.  
 Contractor (Organization Name)  
  
Arturo Uribe, LCSW  
 Name of Authorized Representative (*printed*)

President and Chief Executive Officer  
 Title of Authorized Representative

**EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT**

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) effective July 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 PSYNERGY PROGRAMS, INC. (“Business Associate”) (each a “Party” and collectively the “Parties”).

**RECITALS**

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

**AGREEMENT**

**1. DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

*May 2021*

(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

May 2021

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;

*May 2021*

(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, inspect, 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;

*May 2021*

(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

*May 2021*

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.

*May 2021*

**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.

*May 2021*

**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:

Psynergy Programs, Inc.

Attn: Arturo Uribe, LCSW; President and CEO

18225 Hale Avenue

Morgan Hill, CA 95037

Phone: (408) 465-8280

Fax: (408) 465-8295

Email: amuribe@psynergy.org

If to Covered Entity, to:

County of Monterey Health Department

Attn: Compliance/Privacy Officer

1270 Natividad Road

Salinas, CA 93906

Phone: 831-755-4018

Fax: 831-755-4797

Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the 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.

*May 2021*

**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: BB817029E07C443...   
 Print Name Arturo Uribe, LCSW   
 Print Title President and Chief Executive Officer   
 Date: 7/27/2022 | 11:04 AM PDT

By: \_\_\_\_\_   
 Print Name: Elsa Jimenez   
 Print Title: Director of Health Services   
 Date: \_\_\_\_\_

**Cost Reimbursement Invoice Form**  
**COUNTY OF MONTEREY, BEHAVIORAL HEALTH BUREAU**

**Contractor :** Psynergy Programs, Inc.

**Address Line 1** 18225 Hale Avenue, Morgan Hill, CA 95037  
**Address Line 2**

**Tel. No.:** 408-465-8280  
**Fax No.:** 408-465-8295  
**Contract Term:** FY 2022-23

**Invoice Number :**

**County PO No.:**

**Invoice Period :**

**Final Invoice :** (Check if Yes)

**FUNDED PROGRAM:**

**AVATAR Program, Mode and Service Function Code** 27CS

**Financial Eligibility (Admission Criteria)**

**Unduplicated Number of Clients Served:**

**Identify Program** Cielo Vista / Nueva Vista / Nueva Vista Sacramento / Vista de Robles / Vista Esperanza / Tres Vista

Service Description	Mode of Service	SFC	Procedure Code	Units of Service (UOS) Delivered to Date	Total UOS Delivered as of Last Period	UOS Delivered this Period	CMA Rate per Unit	Amount of UOS at CMA Rate or Cash Flow Advance (CFA)	Dollar Amount Requested this Period (lower of Net Cost or CMA/CFA)	Total Dollar Amount Requested last Period	Dollar Amount Requested Year-to-Date	Estimated FFP	AVATAR System	Variance
Case Management	15	1	301				\$ 2.92	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Medication Support	15	60	361				\$ 6.16	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Crisis Intervention	15	70	371				\$ 6.06	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Collateral Services	15	10	311				\$ 3.29	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Assessment & Evaluation	15	30	331				\$ 3.29	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Individual Counseling	15	40	341				\$ 3.29	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Group Counseling	15	50	351				\$ 3.29	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Mental Health Rehab	15	45	381				\$ 3.29	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Plan Development	15	45	391				\$ 3.29	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Therapeutic Behavioral Services	15	58	581				\$ 3.29	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
<b>TOTALS</b>								\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<b>TOTAL FUNDED PROGRAM MAXIMUM LIABILITY (excluding use of Deferred Revenue)</b>										\$ 1,255,322.00				
<b>REMAINING AMOUNT</b>										\$ 1,255,322.00				
Description	Provisional Rates	Cash Flow Advances	Total BUDGET	Total Dollar Amount Requested last Period	Gross Expenses this Period	Dollar Amount Requested Year-to-Date	Remaining Amount in the Budget							
<b>TOTAL ALLOWABLE PROGRAM EXPENDITURES</b>	\$ 1,255,322		\$ 1,255,322	\$ -	\$ -	\$ -	\$ 1,255,322							
<b>Less Other Revenues</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
<b>Net Cost</b>	\$ 1,255,322		\$ 1,255,322	\$ -	\$ -	\$ -	\$ 1,255,322							
<b>Use of Deferred Revenue</b>				\$ -	\$ -	\$ -	\$ -							
<b>Net Cost Due from Monterey County</b>			\$ 1,255,322	\$ -	\$ -	\$ -	\$ 1,255,322							
<b>Amount of UOS at CMA Rate</b>				\$ -	\$ -	\$ -								
<b>Due from Monterey County - lower of Net Cost or CMA/CFA</b>				\$ -	\$ -	\$ -								
<b>Federal Financial Participation (FFP) Revenue</b>	\$ -			\$ -	\$ -	\$ -	\$ -							

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

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

Send to: [MCHDBHFinance@co.monterey.ca.us](mailto:MCHDBHFinance@co.monterey.ca.us)  
 Behavioral Health Claims Section

Behavioral Health Authorization for Payment

\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Date

### Behavioral Health Cost Reimbursement Invoice Form

<b>Contractor :</b> Psynergy Programs, Inc.: Cielo Vista; Nueva Vista; Nueva Vista Sacramento; Vista de Robles; Vista Esperanza; Tres Vista		<b>Invoice Number :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>
<b>Address Line 1</b> 18225 Hale Avenue	<b>County PO No.:</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>	
<b>Address Line 2</b> Morgan Hill, CA 95037	<b>Invoice Period :</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>	
<b>Tel. No.:</b> (408) 465-8280	<b>Final Invoice :</b> (Check if Yes) <input type="checkbox"/>	
<b>Fax No.:</b> (408) 465-8281		
<b>Contract Term:</b> FY 2022-23		

<b>BH Division :</b> Mental Health	<b>BH Control Number</b> <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
------------------------------------	--

Service Description	Mode of Service	SFC	Procedure Code	Rate of Reimbursement per Unit	Total Contracted UOS	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Day Rate for Complexity Level I	5		181RB	\$ 159.50	7,300					7,300	100%	\$ 1,164,350	\$ -	\$ -	\$ 1,164,350	
Day Rate for Complexity Level II	5		182RB	\$ 133.10	1,825					1,825	100%	\$ 242,908	\$ -	\$ -	\$ 242,908	
Day Rate for Intensive Support Services	5			\$ 264.00	183					183	100%	\$ 48,312	\$ -	\$ -	\$ 48,312	
Day Rate for Individuals with Benefits (Tres Vista)	5			\$ 54.60	730					730	100%	\$ 39,858	\$ -	\$ -	\$ 39,858	
Board & Care Service				\$ 1,232.00	24					24	100%	\$ 29,568	\$ -	\$ -	\$ 29,568	
Isolation Support Services				\$ 100.00	140					140	100%	\$ 14,000	\$ -	\$ -	\$ 14,000	
<b>TOTALS:</b>					10,202					10,202	100%	\$ 1,538,996	\$ -	\$ -	\$ 1,538,996	100%

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: Clinical Administrative Service Manager Telephone: 408-465-8280

Send to:	Behavioral Health Claims Section 1270 Natividad Road Salinas, CA 93906
----------	--

Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____

**Psynergy Programs, Inc.**  
**REVENUE AND EXPENDITURE SUMMARY**  
**For Monterey County - Behavioral Health**

**PROGRAM: Cielo Vista / Nueva Vista / Nueva Vista Sacramento / Vista de Robles / Vista Esperanza / Tres Vista - MHS SERVICES**

	Actual FY 2020-21	Estimated FY 2021-22	Requested FY 2022-23
<b>A. PROGRAM REVENUES</b>			
Requested Monterey County Funds			1,287,247
Other Program Revenues			
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>	-	-	<b>1,287,247</b>

**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.**

<b>1 Program Expenditures</b>			
2	Salaries and wages		612,690
3	Payroll taxes		44,544
4	Employee benefits		22,708
5	Workers Compensation		23,511
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)		N/A
7	Temporary Staffing		832
8	Flexible Client Spending (please provide supporting documents)		--
9	Client Transportation Costs and staff mileage		10,510
10	Employee Travel and Conference		--
11	Staff Training		--
12	Communication Costs		2,257
13	Utilities		9,027
14	Cleaning and Janitorial		1,167
15	Insurance and Indemnity		47,965
16	Maintenance and Repairs - Buildings		60,651
17	Maintenance and Repairs - Equipment		--
18	Printing and Publications		--
19	Memberships, Subscriptions and Dues		204
20	Office Supplies		9,480
21	Postage and Mailing		472
22	Legal Services (when required for the administration of the County Programs)		35,054
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))		42,017

		Actual FY 2020-21	Estimated FY 2021-22	Requested FY 2022-23
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)			122,962
25	Rent and Leases - building and improvements			22,368
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)			22,236
33	<b>Total Program Expenditures</b>	<b>\$-</b>	<b>\$-</b>	<b>\$1,090,654.20</b>

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)			108,269
36	Payroll taxes			7,861
37	Employee benefits			4,007
38	Workers Compensation			4,149
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			1,855
41	Data Processing (Computers & Technology)			--
42	Utilities (Telephone & Communications)			1,991
43	Cleaning and Janitorial			206
44	Insurance and Indemnity			8,464
45	Maintenance and Repairs - Buildings			10,703
46	Maintenance and Repairs - Equipment			--
47	Memberships, Subscriptions and Dues			36
48	Office Supplies			1,673
49	Postage and Mailing			83
50	Legal Services (when required for the administration of the County Programs)			6,186
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			29,114
52	Rent and Leases - building and improvements			3,947
53	Rent and Leases - equipment			--
54	Taxes and assessments			--
55	Interest in Bonds			--
56	Interest in Other Long-term debts			--

		Actual FY 2020-21	Estimated FY 2021-22	Requested FY 2022-23
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)			8,048
60	<b>Total Administrative Expenditures</b>	-	-	<b>196,593</b>
<b>61 Depreciation Expense</b>				
<b>62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.</b>				
<b>63 Total Allowable Program Expenditures</b>		-	-	\$1,287,247

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.

<p>DocuSigned by:                    7/27/2022   11:04 AM PDT</p>	<p>DocuSigned by:                    7/29/2022   8:35 PM PDT</p>
<p><small>BB817029F97C443</small>  <b>Executive Director's Signature</b></p>	<p><small>A6774591A2F848D</small>  <b>Finance Director's Signature</b></p>
<b>Date</b>	<b>Date</b>

**Psynergy Programs, Inc.****REVENUE AND EXPENDITURE SUMMARY****For Monterey County - Behavioral Health****PROGRAM: Cielo Vista / Nueva Vista / Nueva Vista Sacramento / Vista de Robles / Vista Esperanza / Tres Vista - RESIDENTIAL SERVICES**

	Actual FY 2020-21	Estimated FY 2021-22	Requested FY 2022-23
<b>A. PROGRAM REVENUES</b>			
Requested Monterey County Funds			1,538,996
Other Program Revenues			
<b>TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)</b>	-	-	<b>1,538,996</b>

**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.**

<b>1 Program Expenditures</b>			
2	Salaries and wages		437,718
3	Payroll taxes		49,054
4	Employee benefits		23,097
5	Workers Compensation		16,771
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		1,148
8	Flexible Client Spending (please provide supporting documents)		--
9	Client Transportation Costs and staff mileage		14,500
10	Employee Travel and Conference		--
11	Staff Training		--
12	Communication Costs		9,324
13	Utilities		37,297
14	Cleaning and Janitorial		10,301
15	Insurance and Indemnity		58,991
16	Maintenance and Repairs - Buildings		63,939
17	Maintenance and Repairs - Equipment		--
18	Printing and Publications		--
19	Memberships, Subscriptions and Dues		217
20	Office Supplies		11,537
21	Postage and Mailing		787
22	Legal Services (when required for the administration of the County Programs)		68,042
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133))		54,372

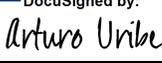
		Actual FY 2020-21	Estimated FY 2021-22	Requested FY 2022-23
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)			171,831
25	Rent and Leases - building and improvements			365,020
26	Rent and Leases - equipment			--
27	Taxes and assessments			38,115
28	Interest in Bonds			--
29	Interest in Other Long-term debts			29,772
30	Other interest and finance charges			--
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			13,096
32	Miscellaneous (please provide details)			64,065
33	<b>Total Program Expenditures</b>	<b>\$-</b>	<b>\$-</b>	<b>\$1,538,996</b>

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 (Computers & Technology)			
42	Utilities (Telephone & Communications)			
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			

	Actual FY 2020-21	Estimated FY 2021-22	Requested FY 2022-23
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 <b>Total Administrative Expenditures</b>	-	-	-
<b>61 Depreciation Expense</b>			
<b>62 OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.</b>			
<b>63 Total Allowable Program Expenditures</b>	-	-	<b>\$1,538,996</b>

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.

DocuSigned by:  
  
 Arturo Uribe 7/27/2022 | 11:04 AM PDT  
 Executive Director's Signature Date

DocuSigned by:  
  
 7/29/2022 | 8:35 PM PDT  
 Finance Director's Signature Date

## **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 15<sup>th</sup> for the fiscal year ending on the previous June 30<sup>th</sup> 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:
    - 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) 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.
  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 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.
- 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. Notwithstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section 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.

**V. METHOD OF PAYMENTS FOR AMOUNTS DUE TO COUNTY**

- A. Within ten (10) business days after written notification by COUNTY to CONTRACTOR of any amount due by CONTRACTOR to COUNTY, CONTRACTOR shall notify COUNTY as to which of the following five (5) payment options CONTRACTOR requests be used as the method by which such amount shall be recovered by COUNTY.

Any such amount shall be:

- 1. paid in one cash payment by CONTRACTOR to COUNTY;
  - 2. deducted from future claims over a period not to exceed six (6) months;
  - 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.

**EXHIBIT J**

**Psynergy Programs  
Complex Care Level of Service**

**Diagnosis –** *Circle all known diagnoses. No points allocated.*

- |                  |                           |
|------------------|---------------------------|
| Schizophrenia    | ADD/DHD                   |
| Schizo-Affective | SUD/Poly-Substance        |
| Bipolar Disorder | Major Depression Disorder |
| Anxiety Disorder | Impulse Control Disorder  |
| Dissociative     | PTSD                      |
| Personality D/O  |                           |

**Symptoms** *Check all that apply in the past six months pre-admission and every six months post admission.*

- |                             |                            |
|-----------------------------|----------------------------|
| (1) Psychosomatic           | (2) Psychosis              |
| (2) Labile                  | (1) Disorganized           |
| (2) Depression              | (2) Mania                  |
| (1) Anxiety                 | (3) Suicidal Ideation      |
| (2) Perseverating           | (1) Fearfulness            |
| (1) Delusional              | (2) Paranoia               |
| (2) Auditory Hallucinations | (2) Command Hallucinations |

Total \_\_\_\_\_

**Behavioral Supports –** *Check all that apply in the past six months pre-admission and every six months post admission.*

- |                                |                          |
|--------------------------------|--------------------------|
| (2) Intrusive                  | (2) Labile               |
| (3) Intermittent Explosiveness | (3) Verbally Assaultive  |
| (2) Inappropriate Sexual Bx    | (1) Victimization        |
| (1) OCD Bxs                    | (3) Elopement/UAA Bxs    |
| (2) Threatening Behaviors      | (2) Disruptive to Milieu |
| (2) Impulsive behaviors        | (1) Isolation            |
|                                | (2) Aggressive Behaviors |
|                                | (2) Property Destruction |

Total \_\_\_\_\_

**Legal Restrictions**

- 2 On Probation
- 2 Registered Sex Offender
- 3 Arsonist/Fire-Setting with intent to destroy property
- 3 Electronic Monitoring Device
- 4 Mental Health Diversion PC1001.36

Total \_\_\_\_\_

**Restricted Health Care Plans**

- (2) Urinary Incontinence, Neurosis
- (3) Fecal Incontinence
- (2) Diabetes, BSL Management
- (2) Inhaler/Asthma/Allergy
- (2) Hypertension
- (2) COPD with Inhaler
- (2) Vitals, Blood Pressure, Temperature, Etc.
- (2) Pacemaker
- (2) Colostomy Care ( ) Other \_\_\_\_\_

Total \_\_\_\_\_

**Special Diets**

- (2) Ground/Pureed/Chopped
- (2) Vegan, Vegetarian, GERD friendly
- (3) Weight management, shakes, dbl portions, etc
- (2) Other:

*(must be approved by Food Services Manager prior to admission)*

Total \_\_\_\_\_

**Medication and Medical Management**

- |   |                            |
|---|----------------------------|
| (3) Clozaril  | (2) 1-6 Oral Medications   |
| (3) Lithium   | (3) 7-11 Oral Medications  |
| (3) Depakote  | (4) 12-18 Oral Medications |
| (4) Insulin   |                            |
| (2) 1-2 Treatments                                  | (3) 3+ Treatments          |
| (3) 2 or more Antipsychotics                        |                            |
| (3) Crushed Medications Order                       |                            |
| (3) Medication adherence precautions / Med Refusals |                            |

Total \_\_\_\_\_

**Suicidal Attempt & Self Injurious Bx**

- (3) Past 30 Days
- (2) 30-90 Days
- (1) 90-180 Days
- (0) 180+ Days & History of SA/SIB

Total \_\_\_\_\_

**EXHIBIT J**

**Physical Disabilities**

- (2) Assistive Device, Walker, Knee Scooter, Etc.
- (3) Visual Impaired (ex. Blind)
- (3) Hearing Impaired

Total \_\_\_\_\_

**Activities of Daily Living Assistance**

- (4) Bathing, Grooming, Dressing

**Dual Recovery Program Support**

(MUST BE DIAGNISED- INCLUDES ETOH, POLYSUBSTANCE, AND CAFFEINE)

- (1) <1 Test Administered
- (2) x1 Test Administered
- (3) x2 Tests Administered
- (4) x3 Tests Administered
- (3) Relapse Prevention Plan – Active

Total \_\_\_\_\_

**Total Level of Service Score**

- Level I Management 18 +
- Level II Management 0 - 17

Total Points: \_\_\_\_\_

**Psynergy Programs Only: CLIENT NAME \_\_\_\_\_**  
**COUNTY NAME: \_\_\_\_\_**

Completed by Facility Administrator:

Review by Medication Room Mgr.:

Signature:

Signature:

Date:

Date:

County Case Manager or Conservator:

Signature:

Date:

**This form must be completed prior to initial admission and/or internal transfer to other Psynergy facility.**



# Monterey County

**Item No.45**

## Board Report

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

**Legistar File Number: A 22-440**

**August 23, 2022**

**Introduced:** 8/2/2022

**Current Status:** Department of Social  
Services - Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a zero cost agreement with the California Community Action Partnership Association to gain access to a Community Action Virtual Onboarding Course for the period of September 1, 2022 through February 28, 2025; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not encompass payment or significantly change the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a zero cost agreement with the California Community Action Partnership Association to gain access to a Community Action Virtual Onboarding Course for the period of September 1, 2022 through February 28, 2025; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not encompass payment or significantly change the scope of services.

### SUMMARY/DISCUSSION:

Monterey County Community Action Partnership (MCCAP) is a publicly operated Community Action Agency (CAA) supported by the Monterey County Department of Social Services. MCCAP is committed to reducing poverty in our community by funding a network of local providers who specialize in addressing specific barriers to achieving self-sufficiency. MCCAP's overall mission is to develop, maintain, and evaluate community services that empower individuals and families, living at or below the federal poverty limit, to improve their quality of life.

The purpose of this agreement is to gain access to Community Action Virtual Onboarding (CAVO) Course, which has been made available to interested CAAs by the California Community Action Partnership Association (CalCAPA). CalCAPA serves local CAAs throughout the state of California. CAVO is an interactive, holistic virtual onboarding experience that allows agencies to guide employees, volunteers, board members, clients, and partners through a learning journey for a shared understanding of Community Action, the connected network, performance management, and impact. Portions of the CAVO program were developed using funds from the Community Services Block Grant (CSBG) discretionary allocation #20F-3401 and #20F-4042, provided by CalCAPA.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved this agreement as to form.

FINANCING:

This is a zero cost agreement. There is no impact to the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by providing MCCAP staff, volunteers, board members, clients and community partners a greater understanding of Community Action as they work collaboratively to address barriers to achieving self-sufficiency for residents of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Denise Vienne, MAII, x7455

Approved by: Lori A. Medina, Director, x4430

Attachment: Agreement

Proposed Agreement is on file with the Clerk of the Board as an attachment to this Board Report.



# Monterey County

Item No.

1483

## Board Report

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

Legistar File Number: A 22-440

August 23, 2022

Introduced: 8/2/2022

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a zero cost agreement with the California Community Action Partnership Association to gain access to a Community Action Virtual Onboarding Course for the period of September 1, 2022 through February 28, 2025; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not encompass payment or significantly change the scope of services.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a zero cost agreement with the California Community Action Partnership Association to gain access to a Community Action Virtual Onboarding Course for the period of September 1, 2022 through February 28, 2025; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement as long as they do not encompass payment or significantly change the scope of services.

### SUMMARY/DISCUSSION:

Monterey County Community Action Partnership (MCCAP) is a publicly operated Community Action Agency (CAA) supported by the Monterey County Department of Social Services. MCCAP is committed to reducing poverty in our community by funding a network of local providers who specialize in addressing specific barriers to achieving self-sufficiency. MCCAP's overall mission is to develop, maintain, and evaluate community services that empower individuals and families, living at or below the federal poverty limit, to improve their quality of life.

The purpose of this agreement is to gain access to Community Action Virtual Onboarding (CAVO) Course, which has been made available to interested CAAs by the California Community Action Partnership Association (CalCAPA). CalCAPA serves local CAAs throughout the state of California. CAVO is an interactive, holistic virtual onboarding experience that allows agencies to guide employees, volunteers, board members, clients, and partners through a learning journey for a shared understanding of Community Action, the connected network, performance management, and impact. Portions of the CAVO program were developed using funds from the Community Services Block Grant (CSBG) discretionary allocation #20F-3401 and #20F-4042, provided by CalCAPA.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved this agreement as to form.

FINANCING:

This is a zero cost agreement. There is no impact to the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by providing MCCAP staff, volunteers, board members, clients and community partners a greater understanding of Community Action as they work collaboratively to address barriers to achieving self-sufficiency for residents of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Denise Vienne, MAII, x7455

*Berky Cronin for Lori A. Medina*

Approved by: Lori A. Medina, Director, x4430

Attachment: Agreement

Proposed Agreement is on file with the Clerk of the Board as an attachment to this Board Report.

## **Memorandum of Understanding**

**WHEREAS**, the California Community Action Partnership Association (CalCAPA) and the County of Monterey, Community Action Partnership (MCCAP) have come together to administer a Moodle-based Learning Management System (LMS) tenant for the period of September 1, 2022 through February 28, 2025 in accordance with the usage terms that follow; and

**WHEREAS**, MCCAP agrees for CalCAPA to serve as the primary site administrator and fiscal agent for the LMS; and

**WHEREAS**, MCCAP herein desires to enter a Memorandum of Understanding (MOU) setting forth the services to be provided by CalCAPA; and

**WHEREAS**, CalCAPA will provide 30 Active User Accounts upon the creation of a dedicated tenant for the MCCAP in the LMS per year for the term of this MOU.

**WHEREAS**, an Active User Account is defined as a user that logs in to their user account at least once during a 12 month period,

**NOW, THEREFORE**, it is hereby agreed by and between CalCAPA and MCCAP as follows:

### CalCAPA Responsibilities:

- Serve as the primary site administrator and fiscal agent for the LMS.
- Provide 30 Active User Accounts to MCCAP at no cost for the term of the MOU.
- Conduct LMS Admin meetings.
- Provide training sessions to support the creation and maintenance of the LMS tenant.

### MCCAP Responsibilities:

- Dedicate at least one (1) LMS Admin to oversee the creation and maintenance of a dedicated tenant for MCCAP in the LMS,
- Participate in LMS Admin meetings and training sessions as required by CalCAPA to support the creation and maintenance of the LMS tenant.
- Provide access to e-learning content in the LMS in accordance with any restrictions imposed by e-learning content creators.

### Fiscal

There is no charge to MCCAP for up the maximum allowance of 30 Active Users for the term of this MOU.

### Termination

This MOU may be terminated by either party upon thirty (30) days written notice.

We understand and agree to this MOU and have reviewed and approved this application.

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Lori A. Medina, DSS Director

Signed <sup>DocuSigned by:</sup> David Knight, Executive Director Date 7/28/2022 | 3:27 PM PDT  
BEB96B5B24FB410...  
David Knight, Executive Director, CalCAPA

Approved as to Form: <sup>DocuSigned by:</sup> Anne Breerton, County Counsel  
07025E3AA36B4A4...  
Monterey County Deputy County Counsel  
7/28/2022 | 6:15 PM PDT

\_\_\_\_\_  
Date



# Monterey County

**Item No.46**

## Board Report

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

**Legistar File Number: RES 22-158**

**August 23, 2022**

**Introduced:** 8/12/2022

**Current Status:** Department of Social  
Services - Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a resolution to approve and authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the Capital Project Fund, Fund 404, Appropriations Unit PFP057, by \$715,762, funded by an operating transfer in from Military & Veterans Affairs, Fund 001, Appropriations Unit SOC003 for the Marina Coastal Veterans Office Remodel (4/5ths vote required).

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:

- a. Approve and authorize the Auditor-Controller to transfer \$715,762 for Project # MVAO-21-01 in FY 2021-22 from Military & Veterans Affairs, Fund 001, Dept. 5010, Appropriations Unit SOC003, Budget Unit 8260 to Public Works Capital Improvement Project Fund 404, Dept. 3200, Appropriations Unit PFP057, Budget Unit 8564 where sufficient appropriations are available in the Military & Veterans Affairs Adopted Budget to cover the transfer (4/5ths vote required);
- b. Authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget for the Public Works Capital Improvement Project Fund 404, Appropriations Unit PFP057, Budget Unit 8564 increasing appropriations and operating transfer in by \$715,762, financed by an operating transfer out of \$715,762 from Military & Veterans Affairs, Fund 001, Appropriations Unit SOC003, Budget Unit 8260 for the Marina Coastal office Remodel (4/5ths vote required).

### SUMMARY/DISCUSSION:

During the June 2021 Budget Hearings, the Board of Supervisors approved the relocation of the Military & Veterans Affairs office from the Monterey Courthouse to the Coastal Office, 2616 1st Avenue, Marina. This move of their main operations to Fort Ord will allow them to be in closer proximity to other Veteran services in the area such as the VA Medical Center and to provide on-site representatives such as Veteran's Transition Center.

The Board of Supervisor's authorized \$765,099 for the office remodel and relocation, financed by General Fund Contingencies (001-1050-8034-CAO020). Unforeseen circumstances delayed the project in FY 2021-22 and recently received approval to restart a few months ago. Public Works received updated quotes for the project and the estimated completion is October 2022. Only \$49,337 of expenses have been incurred in FY 2021/22, leaving an unspent balance of \$715,762, per Attachment A.

The Department requests that the unused appropriations of \$715,762 in the MVAO Budget be

transferred to the Public Works Capital Projects Fund, Fund 404 so that the funds will be available in Fiscal Year 2022-23 when the bulk of the expenses will occur.

OTHER AGENCY INVOLVEMENT:

Due to late submission of this Board Report, the CAO Budget and Analysis Division was not provided adequate time to fully review for potential fiscal, organizational, policy, or other implications to the County of Monterey.

FINANCING:

The Department received appropriations financed by General Fund Contingencies in FY 2021-22 of \$765,099 during the budget hearings, June 2021. The project remodel was delayed due to unforeseen circumstances and only spent \$49,337, with a balance remaining of \$715,762, per Attachment A.

The Department is requesting to transfer the projects' unspent funds of \$715,762 in FY 2021-22 from the Military & Veterans Affairs, Fund 001, Dept. 5010, Appropriations Unit SOC003, Budget Unit 8260 to the Capital Improvement Project Fund 404, Dept. 3200, Appropriations Unit PFP057, Budget Unit 8564 where sufficient appropriations are available in the Military & Veterans Affairs Adopted Budget to cover the operating transfer.

DSS and Public Works will work with the County Administrative Office-Budget Division to return any unspent funds to the General Fund after the completion of the project in October 2022.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The capital improvements to the Marina Coastal Office on Fort Ord provides adequate county facilities and infrastructure, supporting the Board of Supervisors Administration, Health & Human Services and Infrastructure Strategic Initiatives by enhancing the access for veterans and services.

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Becky Cromer, Finance Manager III, x 4404

Approved by: Lori A. Medina, Director x4430

Attachments:

Attachment A - MVAO Remodel Budget - Expenditures  
Resolution



# Monterey County

Item No.40

1490

## Board Report

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

Legistar File Number: RES 22-158

August 23, 2022

Introduced: 8/12/2022

Current Status: Department of Social  
Services - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a resolution to approve and authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations in the Capital Project Fund, Fund 404, Appropriations Unit PFP057, by \$715,762, funded by an operating transfer in from Military & Veterans Affairs, Fund 001, Appropriations Unit SOC003 for the Marina Coastal Veterans Office Remodel (4/5ths vote required).

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a resolution to:

- a. Approve and authorize the Auditor-Controller to transfer \$715,762 for Project # MVAO-21-01 in FY 2021-22 from Military & Veterans Affairs, Fund 001, Dept. 5010, Appropriations Unit SOC003, Budget Unit 8260 to Public Works Capital Improvement Project Fund 404, Dept. 3200, Appropriations Unit PFP057, Budget Unit 8564 where sufficient appropriations are available in the Military & Veterans Affairs Adopted Budget to cover the transfer (4/5ths vote required);
- b. Authorize the Auditor-Controller to amend the FY 2021-22 Adopted Budget for the Public Works Capital Improvement Project Fund 404, Appropriations Unit PFP057, Budget Unit 8564 increasing appropriations and operating transfer in by \$715,762, financed by an operating transfer out of \$715,762 from Military & Veterans Affairs, Fund 001, Appropriations Unit SOC003, Budget Unit 8260 for the Marina Coastal office Remodel (4/5ths vote required).

### SUMMARY/DISCUSSION:

During the June 2021 Budget Hearings, the Board of Supervisors approved the relocation of the Military & Veterans Affairs office from the Monterey Courthouse to the Coastal Office, 2616 1st Avenue, Marina. This move of their main operations to Fort Ord will allow them to be in closer proximity to other Veteran services in the area such as the VA Medical Center and to provide on-site representatives such as Veteran's Transition Center.

The Board of Supervisor's authorized \$765,099 for the office remodel and relocation, financed by General Fund Contingencies (001-1050-8034-CAO020). Unforeseen circumstances delayed the project in FY 2021-22 and recently received approval to restart a few months ago. Public Works received updated quotes for the project and the estimated completion is October 2022. Only \$49,337 of expenses have been incurred in FY 2021/22, leaving an unspent balance of \$715,762, per Attachment A.

The Department requests that the unused appropriations of \$715,762 in the MVAO Budget be transferred to the Public Works Capital Projects Fund, Fund 404 so that the funds will be available in Fiscal Year 2022-23 when the bulk of the expenses will occur.

OTHER AGENCY INVOLVEMENT:

Due to late submission of this Board Report, the CAO Budget and Analysis Division was not provided adequate time to fully review for potential fiscal, organizational, policy, or other implications to the County of Monterey.

FINANCING:

The Department received appropriations financed by General Fund Contingencies in FY 2021-22 of \$765,099 during the budget hearings, June 2021. The project remodel was delayed due to unforeseen circumstances and only spent \$49,337, with a balance remaining of \$715,762, per Attachment A.

The Department is requesting to transfer the projects' unspent funds of \$715,762 in FY 2021-22 from the Military & Veterans Affairs, Fund 001, Dept. 5010, Appropriations Unit SOC003, Budget Unit 8260 to the Capital Improvement Project Fund 404, Dept. 3200, Appropriations Unit PFP057, Budget Unit 8564 where sufficient appropriations are available in the Military & Veterans Affairs Adopted Budget to cover the operating transfer.

DSS and Public Works will work with the County Administrative Office-Budget Division to return any unspent funds to the General Fund after the completion of the project in October 2022.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The capital improvements to the Marina Coastal Office on Fort Ord provides adequate county facilities and infrastructure, supporting the Board of Supervisors Administration, Health & Human Services and Infrastructure Strategic Initiatives by enhancing the access for veterans and services.

Check the related Board of Supervisors Strategic Initiatives:

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

Prepared by: Becky Cromer, Finance Manager III, x 4404

Approved by: Lori A. Medina, Director x4430

Attachments:

Attachment A - MVAO Remodel Budget - Expenditures Resolution

MVAO TRANSFER OF FUNDS TO PUBLIC WORKS, CAPITAL IMPROVEMENT FUND 404

Project #: MVAO-21-01

Project Name: MVAO Relocate to Coastal/CID Office

Budget	MVAO Remodel Budget	Budget Adjustment	FY 22 Revised Budget	FY 22 Expended	Transfer to Fund 404
Design/Environmental	32,500	23,194	55,694	40,251	15,443
Construction Management	64,849	(9,510)	55,339	-	55,339
Construction	300,007	76,405	376,412		376,412
Furniture, Fixes, & Equipment/Movers		3,822	3,822	2,248	1,575
Other(Genetec Security/Cabling/Moving, etc)	189,400	12,000	201,400	6,838	194,562
Annual Ongoing costs	73,341	(73,341)	-		-
Contingency (Construction / Other)	105,002	(32,570)	72,432		72,432
<b>Total</b>	<b>\$ 765,099</b>	<b>\$ -</b>	<b>\$ 765,099</b>	<b>\$ 49,337</b>	<b>\$ 715,762</b>

Funding Source

General Fund Contingency \$ 765,099.00

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

**Resolution No.**

Adopt a resolution to: )  
a. Approve and authorize the Auditor-Controller to )  
transfer \$715,762 for Project # MVAO-21-01 in FY 2021- )  
22 from Military & Veterans Affairs, Fund 001, Dept. )  
5010, Appropriations Unit SOC003, Budget Unit 8260 to )  
Public Works Capital Improvement Project Fund 404, )  
Dept. 3200, Appropriations Unit PFP057, Budget Unit )  
8564 where sufficient appropriations are available in the )  
Military & Veterans Affairs Adopted Budget to cover the )  
transfer (4/5<sup>ths</sup> vote required); )  
b. Authorize the Auditor-Controller to amend the FY )  
2021-22 Adopted Budget for the Public Works Capital )  
Improvement Project Fund 404, Appropriations Unit )  
PFP057, Budget Unit 8564 increasing appropriations and )  
operating transfer in by \$715,762, financed by an )  
operating transfer out of \$715,762 from Military & )  
Veterans Affairs, Fund 001, Appropriations Unit SOC003, )  
Budget Unit 8260 for the Marina Coastal office Remodel )  
(4/5<sup>ths</sup> vote required). )  
)

**WHEREAS**, on June 22, 2021, the Board of Supervisors adopted a resolution approving the Military & Veterans Affairs relocation of main operations to the Coastal Building, 2616 1<sup>st</sup> Avenue, Marina, funded by a reduction to the appropriation for Contingencies of \$765,099 (001-1050-CAO020-8034);

**WHEREAS**, The Department of Public Works, Facilities and Parks (PWFP) is the lead for managing the Military & Veterans Affairs capital project for this relocation;

**WHEREAS**, the Coastal Office is a County building on Fort Ord hosts District 4 Supervisor, Office of Agriculture, and will soon have Child Abuse Prevention Council, Military & Veterans Affairs, and other Veteran Community service providers to provide a one-stop of Veteran services on Fort Ord and be in close proximity of the VA Medical Center;

**WHEREAS**, project was delayed and only \$49,337 of expenditures were incurred in the Military & Veterans Affairs Budget, 001-5010-SOC003-8260, leaving an unspent balance of \$715,762; and

**WHEREAS**, unspent appropriations of \$715,762 needs to be transferred from Military & Veterans Affairs Fund 001, Appropriations Unit SOC003, Budget Unit 8260 to the Capital Improvements Project Fund, Fund 404, Appropriations Unit PFP057, Budget Unit 8564 through an operating transfer in/out reflecting increase amending Public Works Fiscal Year 2021-22 Adopted Budget, and reducing Military & Veterans Affairs appropriations in Fund 001, Appropriations Unit SOC003, Budget Unit 8260.

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

- a. Approved and authorized the Auditor-Controller to transfer \$715,762 for Project # MVAO-21-01 in FY 2021-22 from Military & Veterans Affairs, Fund 001, Dept. 5010, Appropriations Unit SOC003, Budget Unit 8260 to Public Works Capital Improvement Project Fund 404, Dept. 3200, Appropriations Unit PFP057, Budget Unit 8564 where sufficient appropriations are available in the Military & Veterans Affairs Adopted Budget to cover the transfer (4/5<sup>th</sup> vote required);
- b. Authorized the Auditor-Controller to amend the FY 2021-22 Adopted Budget for the Public Works Capital Improvement Project Fund 404, Appropriations Unit PFP057, Budget Unit 8564 increasing appropriations and operating transfer in by \$715,762, financed by an operating transfer out of \$715,762 from Military & Veterans Affairs, Fund 001, Appropriations Unit SOC003, Budget Unit 8260 for the Marina Coastal office Remodel (4/5<sup>th</sup> vote required).

**PASSED AND ADOPTED** upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ and carried this \_\_\_\_ day of \_\_\_\_\_ by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

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

Dated:

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

By \_\_\_\_\_  
, Deputy



# Monterey County

**Item No.47**

## Board Report

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

**Legistar File Number: RES 22-140**

**August 23, 2022**

**Introduced:** 7/14/2022

**Current Status:** Criminal Justice - Consent

**Version:** 2

**Matter Type:** BoS Resolution

Adopt a Resolution to approve the proposed amendments to the Conflict of Interest Code of the Probation Department of the County of Monterey.

### RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution to approve the proposed amendments to the Conflict of Interest Code of the Probation Department of the County of Monterey.

### SUMMARY:

Following the biennial review of the Conflict of Interest Code, as required by Government Code section 87306.5, the Probation Department of the County of Monterey has amended its Conflict of Interest Code to update the formatting to align with changes to disclosure category definitions.

### DISCUSSION:

The Political Reform Act of 1974 (Government Code section 81000, et. seq.), requires state and local government agencies to adopt Conflict of Interest codes and to periodically review their codes and make necessary changes to these codes. The only change to the existing code is an update to the format of disclosure category definitions. Note that because the last version of the code was adopted in 2004, no Word file is available to redline. Consequently, and because the changes are non-substantive, staff has attached the 2004 Code, unmodified, as Attachment A to this report.

Pursuant to section 82011 and 87303 of the Government Code, the Board of Supervisors is the code reviewing body and may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission. Staff recommends that the Board of Supervisors approve the proposed amended Conflict of Interest Code of the Probation Department of the County of Monterey.

### OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the proposed amended Conflict of Interest Code of the County of Monterey Probation Department. The proposed code, as amended and corrected, is lawful under the Political Reform Act of 1974.

### FINANCING:

There is no fiscal impact upon the County of Monterey as a result of the proposed amendment.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Approval of the proposed Conflict of Interest Code fulfills the Board's statutorily designated role as the code reviewing body pursuant to the Political Reform Act.

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

Prepared by: Wendi Reed, Management Analyst III, 755-3985

Approved by: Todd Keating, Chief Probation Officer, 755-3913

Attachments:

Attachment A - 2004 Probation Department Conflict of Interest Code

Attachment B - Proposed Amended Probation Department Conflict of Interest (clean)

Attachment C - Resolution

(Attachments on file with the Clerk of the Board)



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: RES 22-140**

**August 23, 2022**

**Introduced:** 7/14/2022

**Current Status:** Agenda Ready

**Version:** 2

**Matter Type:** BoS Resolution

Adopt a Resolution to approve the proposed amendments to the Conflict of Interest Code of the Probation Department of the County of Monterey.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt a Resolution to approve the proposed amendments to the Conflict of Interest Code of the Probation Department of the County of Monterey.

**SUMMARY:**

Following the biennial review of the Conflict of Interest Code, as required by Government Code section 87306.5, the Probation Department of the County of Monterey has amended its Conflict of Interest Code to update the formatting to align with changes to disclosure category definitions.

**DISCUSSION:**

The Political Reform Act of 1974 (Government Code section 81000, et. seq.), requires state and local government agencies to adopt Conflict of Interest codes and to periodically review their codes and make necessary changes to these codes. The only change to the existing code is an update to the format of disclosure category definitions. Note that because the last version of the code was adopted in 2004, no Word file is available to redline. Consequently, and because the changes are non-substantive, staff has attached the 2004 Code, unmodified, as Attachment A to this report.

Pursuant to section 82011 and 87303 of the Government Code, the Board of Supervisors is the code reviewing body and may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission. Staff recommends that the Board of Supervisors approve the proposed amended Conflict of Interest Code of the Probation Department of the County of Monterey.

**OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed and approved the proposed amended Conflict of Interest Code of the County of Monterey Probation Department. The proposed code, as amended and corrected, is lawful under the Political Reform Act of 1974.

**FINANCING:**

There is no fiscal impact upon the County of Monterey as a result of the proposed amendment.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

Approval of the proposed Conflict of Interest Code fulfills the Board's statutorily designated role as

Legistar File Number: RES 22-140

---

the code reviewing body pursuant to the Political Reform Act.

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

Prepared by: Wendi Reed, Management Analyst III, 755-3985  
Approved by: Todd Keating, Chief Probation Officer, 755-3913

DocuSigned by:  
*Todd Keating*  
54A4CC3FF2984CB...

8/1/2022 | 8:48 AM PDT

Attachments:

- Attachment A - 2004 Probation Department Conflict of Interest Code
- Attachment B - Proposed Amended Probation Department Conflict of Interest (clean)
- Attachment C - Resolution

(Attachments on file with the Clerk of the Board)

**MONTEREY COUNTY BOARD OF SUPERVISORS**

<b>MEETING:</b> November 9, 2004 - Consent	<b>AGENDA NO.:</b>
<b>SUBJECT:</b> Approve amendments to the conflict of interest code of the Probation Department of Monterey County	
<b>DEPARTMENT:</b> COUNTY COUNSEL	

RECOMMENDATION:

It is recommended that the Board of Supervisors, as code reviewing body, approve and order the proposed amendments to the Conflict of Interest Code of the Probation Department of Monterey County, a copy of which is attached hereto.

SUMMARY:

The Probation Department amended its Conflict of Interest Code on October 28, 2004 to reflect the creation of new positions or change in title of several designated positions within the Probation Department.

DISCUSSION:

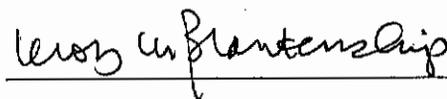
Amendments to local agency Conflict of Interest Code are authorized by section 87306 of the Government Code whenever changes are required by changed circumstances, by creation or deletion of designated positions, or by changes in the duty of such positions. The proposed code as amended is lawful under the Political Reform Act of 1974.

OTHER AGENCY INVOLVEMENT:

No other agency involvement exists.

FINANCING:

There is no fiscal impact upon the County of Monterey as a result of the proposed amendment.



\_\_\_\_\_  
LEROY W. BLANKENSHIP  
Assistant County Counsel

Attachment

cc: Manuel Real, Chief Probation Officer

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

Approve amendments to the conflict of )  
interest code of the Probation Department )  
of Monterey County ..... )

ORDER

Pursuant to section 87300 of the Government Code, the Probation Department of Monterey County has requested the Monterey County Board of Supervisors, as code reviewing body, to approve amendments to its conflict of interest code, which have been adopted and submitted to the code reviewing body.

The amendments to the conflict of interest code of the Probation Department, a copy of which have been filed with the Clerk to the Board of Supervisors, are hereby approved by the Monterey County Board of Supervisors.

The Clerk to the Board of Supervisors is hereby directed to notify the Probation Department of the approval of its conflict of interest code by mailing or delivering a copy of this order to the Chief Probation Officer.

Upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing order was passed and adopted this \_\_\_\_ day of November, 2004, by the following vote:

AYES: Supervisors

NOES:

ABSENT:

I, SALLY R. REED, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book \_\_\_\_\_, on \_\_\_\_\_, 2004.

Dated:

SALLY R. REED, Clerk of the Board of Supervisors,  
County of Monterey, State of California

By \_\_\_\_\_  
Deputy

**CONFLICT OF INTEREST CODE  
OF THE  
MONTEREY COUNTY PROBATION DEPARTMENT**

(a) The Political Reform Act of 1974, Government Code sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted a regulation, 2 Cal. Code of Regs. section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 Cal. Code of Regs. section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth are hereby incorporated by reference and constitute the Conflict of Interest Code of the Probation Department of Monterey County.

(b) Pursuant to Government Code section 81008 and 2 Cal. Code of Regs. section 18730(b)(4), all designated employees shall file statements of economic interests with their agency. Upon receipt of the statement of the Chief Probation Officer, the agency shall make and retain a copy and forward the original of the statement to the code reviewing body. Statements for all other designated employees shall be retained by the agency, which shall make the statements available for public inspection and reproduction.

(c) APPENDIX

**EXHIBIT A: Designated Positions**

List of Designated Positions	Assigned Disclosure Categories
Chief Probation Officer	1
<del>Administrative Services Officer</del>	<del>1</del>
<del>Probation Division Manager - Monterey</del>	<del>1</del>
<del>Probation Division Manager - Salinas</del>	<del>1</del>
<del>Probation Division Manager - Institutions</del>	<del>1</del>
<del>Assistant Manager - Juvenile Hall</del>	<del>1</del>
<del>Assistant Manager - Youth Center</del>	<del>1</del>
<del>Assistant Chief Probation Officer</del>	<del>1</del>
<del>Finance Manager II</del>	<del>1</del>
<del>Probation Division Manager - Juvenile</del>	<del>1</del>
<del>Probation Division Manager - Adult</del>	<del>1</del>
<del>Probation Division Manager - Youth Center</del>	<del>1</del>
<del>Probation Division Manager - Juvenile Hall</del>	<del>1</del>

CONFLICT OF INTEREST CODE OF THE  
MONTEREY COUNTY PROBATION DEPARTMENT  
Page 2

Consultants<sup>1</sup>

1

## **EXHIBIT B: Disclosure Categories**

### General Provisions

When a member, officer, or employee who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When a designated member, officer, or employee who holds a designated position is required to disclose sources of income, he or she shall disclose gifts received from donors located inside as well as outside the jurisdiction.

When a designated member, officer, or employee who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below, if it is located in whole or in part within, or not more than two miles outside of the boundaries of the jurisdiction, or within two miles of any land owned or used by the County of Monterey.

When a designated member, officer, or employee who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

For purposes of this Conflict of Interest Code, the jurisdiction of the Probation Department is the County of Monterey.

### Disclosure Category 1:

A member, officer, or employee holding a position assigned to Disclosure Category 1 shall, in the manner described above, report:

All investments and business positions in business entities and sources of income in the jurisdiction;

Interests in real property in the jurisdiction;

His or her status as director, officer, partner, trustee, employee, or holder

CONFLICT OF INTEREST CODE OF THE  
PROBATION DEPARTMENT OF MONTEREY COUNTY  
Page 4

of a management position in any business entity in the jurisdiction.

Adopted: 3/189/85  
Amended: 2/08/94  
10/10/95  
3/24/98  
10/28/04

---

<sup>1</sup> For purposes of this Code, "consultant" has the same meaning as set forth in 2 Cal. Code of Regs. section 18700(a)(1), as follows:

"Consultant" means an individual who, pursuant to a contract with a state or local government agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
5. Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
6. Grant agency approval to a plan, design, report, study, or similar item;
7. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

(B) Serves in a staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code.

Consultants to the Probation Department shall be subject to disclosure under Category 1, subject to the following limitation:

CONFLICT OF INTEREST CODE OF THE  
PROBATION DEPARTMENT OF MONTEREY COUNTY

Page 5

The Chief Probation Officer may determine in writing that a particular consultant, although a "Designated Employee," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements of Category 1. In such cases, the Chief Probation Officer may designate a different disclosure requirement. Such designation must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. The Chief Probation Officer's designation must be filed, in advance of disclosure by the consultant, with the agency's conflict of interest code and also filed with the code reviewing body and must be delivered to the consultant along with a copy of the conflict of interest code and the manual and forms for disclosure (FPPC Form 700).

MONTEHEY COUNTY  
PROBATION DEPARTMENT  
ADMINISTRATION

NOV 01 2004

RECEIVED

**ATTACHMENT B**  
**CONFLICT OF INTEREST CODE**  
**OF THE**  
**MONTEREY COUNTY PROBATION DEPARTMENT**

The Political Reform Act of 1974 (Government Code section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, section 18730 of Title 2 of the California Code of Regulations, which contains the terms of a standard conflict of interest code that can be incorporated by reference in a Department’s code. After public notice and hearing, the Fair Political Practices Commission may amend the standard code to conform to amendments of the Political Reform Act. Therefore, the terms of section 18730 of title 2 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission, together with the attached Appendices designating positions and establishing disclosure categories are hereby incorporated by reference and together constitute the Conflict of Interest Code of the **MONTEREY COUNTY PROBATION DEPARTMENT** (the “Department”).

Individuals holding designated positions shall file their statement of economic interests with the **MONTEREY COUNTY PROBATION DEPARTMENT**, which will make the statements available for public inspection and reproduction pursuant to Government Code section 81008. Upon receipt of the statements for the Chief Probation Officer, the Department shall make and retain copies and forward the original of the statements to the code reviewing body. Statements for all other designated positions shall be retained by the Department.

Attachments: Appendix A: Designated Positions  
Appendix B: Disclosure Categories

Adopted: **3/18/85**  
Amended: **2/08/94**  
**10/10/95**  
**3/24/98**  
**10/28/04**  
**\_\_/\_\_/2022**

## APPENDIX A: DESIGNATED POSITIONS

<u>Designated Positions</u> <sup>1</sup>	<u>Assigned Disclosure Category</u>
Chief Probation Officer	1
Assistant Chief Probation Officer	1
Finance Manager II	1
Probation Division Manager- Juvenile	1
Probation Division Manager- Adult	1
Probation Division Manager- Youth Center	1
Probation Division Manager – Juvenile Hall	1

### Consultants<sup>2</sup>

<sup>1</sup> **[INSTRUCTION: OMIT FOOTNOTE IF NOT APPLICABLE]** Public officials who manage public investments are not covered by the Conflict of Interest Code because they must file a statement of economic interests pursuant to Government Code section 87200. Therefore, those positions are listed below for information purposes only:

[LIST POSITIONS, IF ANY, WHICH THE DEPARTMENT HAS DETERMINED ARE “PUBLIC OFFICIALS WHO MANAGE PUBLIC INVESTMENTS.”]

<sup>2</sup> Consultants are included in the list of designated positions. For purposes of this Code, "consultant" has the same meaning as set forth in 2 Cal. Code Regs., tit. 2, section 18700.3(a), as follows:

"Consultant" "means an individual who, pursuant to a contract with a state or local government agency:

- (1) Makes a governmental decision whether to:
  - (A) Approve a rate, rule, or regulation;
  - (B) Adopt or enforce a law;
  - (C) Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - (D) Authorize the agency to enter into, modify, or renew a contract that requires agency approval;
  - (E) Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;
  - (F) Grant agency approval to a plan, design, report, study, or similar item;
  - (G) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or
- (2) Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation 18704(a) and (b) or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency’s Conflict of Interest Code under Section 87302.”

Consultants to the **MONTEREY COUNTY PROBATION DEPARTMENT** shall be subject to disclosure under Category 1, subject to the following limitation: The Chief Probation Officer may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to comply with the disclosure requirements of Category 1. In such cases,

## APPENDIX B: DISCLOSURE CATEGORIES

### General Provisions Applicable to All Categories

When an individual who holds a designated position is required to disclose investments and sources of income, he or she shall disclose investments in business entities and sources of income which do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years. In addition to other activities, a business entity is doing business within the jurisdiction if it owns real property within the jurisdiction.

When an individual who holds a designated position is required to disclose sources of income, he or she shall include gifts received from donors located inside as well as outside the jurisdiction.

When an individual who holds a designated position is required to disclose interests in real property, he or she shall disclose the type of real property described below if it is located within the jurisdiction, or not more than two miles outside the boundaries of the jurisdiction, or within two miles of any land owned or used by Department.

When an individual who holds a designated position is required to disclose business position, he or she shall disclose positions in business entities that do business in the jurisdiction, plan to do business in the jurisdiction, or have done business in the jurisdiction within the past two years.

### Category 1

A designated position in this category must report all investments, business positions, interests in real property, and sources of income, including gifts, loans, and travel payments.

### Category 2

A designated position in this category must report all investments, business positions, and sources of income, including gifts, loans, and travel payments.

### Category 3

A designated position in this category must report all interests in real property.

---

the Chief Probation Officer may designate a different disclosure requirement. Such determination must be made in writing and shall include a description of the consultant's duties and, based upon that description, a statement of the extent of the consultant's disclosure requirements. Such determination by the Chief Probation Officer is a public record and shall be retained for public inspection in the same manner and location as the Department's Conflict of Interest Code.

#### Category 4

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources that are subject to the regulatory, permit or licensing authority of, or have an application for a license or permit pending before, the Department.

#### Category 5

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to supply materials, products, supplies, commodities, services, machinery, vehicles, or equipment utilized by the Department.

#### Category 6

A designated position in this category must report all investments, business positions and income, including gifts, loans, and travel payments, from sources which are of the type to receive grants or other monies from or through the Department.

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

**Resolution No.** \_\_\_\_\_  
Resolution to approve the Amended Conflict )  
of Interest Code of the Probation )  
Department of the County of Monterey..... )

**WHEREAS**, the Political Reform Act of 1974 (Government Code section 81000, et. seq.), requires state and local government agencies to adopt Conflict of Interest codes to and periodically review their codes and make necessary changes to these codes; and

**WHEREAS**, pursuant to Government Code sections 87300 and 87303, the Probation Technology Department of the County of Monterey previously adopted its Conflict of Interest Code, which was approved by the Board; and

**WHEREAS**, the Probation Department of the County of Monterey has amended its Conflict of Interest Code to update the formatting to align with changes to disclosure category definitions and;

**WHEREAS**, under Government Code section 87306 of the Government Code, the Probation Department of the County of Monterey has submitted its proposed, amended code to the Monterey County Board of Supervisors, the code reviewing body, for approval; and

**WHEREAS**, the amended conflict of interest code of the Probation Department of the County of Monterey is attached hereto as Attachment C and incorporated herein by reference; and

**WHEREAS**, pursuant to Government Code section 87303, the Board of Supervisors as code reviewing body may approve the code as submitted, revise the proposed code and approve it as revised, or return the proposed code to the agency for revision and resubmission; and

**WHEREAS**, the amended code as adopted is lawful under the Political Reform Act of 1974;

**NOW THEREFORE, BE IT RESOLVED THAT**, the Board of Supervisors does hereby approve the amended conflict of interest code of the Probation Department of Monterey County, attached hereto as Attachment B, and directs the Clerk of the Board of Supervisors to notify the Probation Department of the approval.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, upon motion of Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_ by the following vote, to-wit:

AYES:  
NOES:  
ABSENT:





# Monterey County

Item No.48

## Board Report

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

Legistar File Number: A 22-432

August 23, 2022

**Introduced:** 7/29/2022

**Current Status:** Criminal Justice - Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Contracts/Purchasing Officer to execute a Professional Services Agreement (“PSA”) with Shane M. Kelly for legal representation in indigent adult criminal cases, through the Alternate Defenders Office, with a term of September 1, 2022 through June 30, 2023, in the amount of \$90,562;
- b. Approve non-standard insurance provisions in PSA, as recommended by the Public Defender; and
- c. Approve and authorize the Contracts/Purchasing Officer to execute up to three (3) amendments, each extending the term by one (1) fiscal year per amendment, provided the amendments do not significantly change the scope of work and do not exceed ten percent (10%) (\$9,056) of the original contract amount.

### RECOMMENDATION:

- a. Approve and authorize the Contracts/Purchasing Officer to execute a Professional Services Agreement (“PSA”) with Shane M. Kelly for legal representation in indigent adult criminal cases, through the Alternate Defenders Office, with a term of September 1, 2022 through June 30, 2023, in the amount of \$90,562;
- b. Approve non-standard insurance provisions in PSA, as recommended by the Public Defender; and
- c. Approve and authorize the Contracts/Purchasing Officer to execute up to three (3) amendments, each extending the term by one (1) fiscal year per amendment, provided the amendments do not significantly change the scope of work and do not exceed ten percent (10%) (\$9,056) of the original contract amount.

### SUMMARY:

The Monterey County Alternate Defender’s Office (ADO) finds it necessary to assign qualified trial counsel to represent indigent defendants, other parties, or juvenile offenders in cases in which the Monterey County Public Defender has declared a conflict of interest and the courts appoint the ADO to serve as counsel.

To fulfill these alternate defense requirements, and to obtain qualified outside professional legal services, the ADO solicited qualifications from legal firms and/or attorneys to provide legal representation for indigent adult offenders - Request for Proposals (RFP) #10855. Following the evaluation of proposals submitted and an interview process, Shane M. Kelly was selected to provide defense services. The ADO recommends that the Board authorize the Contracts/Purchasing Officer to execute a contract with the Law Office of Shane M. Kelly for criminal defense services for the fiscal year 2022/2023. The ADO further recommends that the

Board authorize the Contracts/Purchasing Officer to execute up to three extensions of these agreements by amendment, for one additional year per amendment.

DISCUSSION:

Language has been added to the proposed Professional Services Agreement to ensure that legal services are provided in compliance with ADO policies regarding legal representation and procedures. The proposed Professional Services Agreement is attached to this Board report and is on file with the Clerk to the Board's Office.

OTHER AGENCY INVOLVEMENT:

The ADO worked with the Contracts/Purchasing Division during the RFP solicitation to ensure the process was fair and transparent. County Counsel and the Auditor-Controller have reviewed and approved these Agreements as to legal form and fiscal provisions respectively.

FINANCING:

The annual compensation for this contract is funded through Fund 001-Public Defender PUB001-2270-Budget Unit 8168-Court Assigned Counsel, as follows:

<u>Contractor</u>	<u>Maximum Annual Amount</u>	<u>Case Type</u>
Law Office of Shane M. Kelly	\$90,562.50	Felony

Funding for the Agreement is included in the **FY 2022-2023** Approved Budget and will be included in the FY 2023-24 Requested Budget, Budget Unit 8168-Court Assigned Counsel. Approval of the recommended actions will have no additional impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

**PUBLIC SAFETY:** The Alternate Defender Office will strive to protect the constitutional rights of the indigent by providing them quality representation in a society free and safe from unlawful State interference, by vigorously defending individual rights where the Public Defender has a conflict of interest.

Prepared by: Laura Henderson, Management Analyst, ext.6054

Approved by: Susan Chapman, Public Defender, ext.5806

Attachment 1: Agreement Shane M. Kelly



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-432**

**August 23, 2022**

**Introduced:** 7/29/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Contracts/Purchasing Officer to execute a Professional Services Agreement (“PSA”) with Shane M. Kelly for legal representation in indigent adult criminal cases, through the Alternate Defenders Office, with a term of September 1, 2022 through June 30, 2023, in the amount of \$90,562;
- b. Approve non-standard insurance provisions in PSA, as recommended by the Public Defender; and
- c. Approve and authorize the Contracts/Purchasing Officer to execute up to three (3) amendments, each extending the term by one (1) fiscal year per amendment, provided the amendments do not significantly change the scope of work and do not exceed ten percent (10%) (\$9,056) of the original contract amount.

**RECOMMENDATION:**

- a. Approve and authorize the Contracts/Purchasing Officer to execute a Professional Services Agreement (“PSA”) with Shane M. Kelly for legal representation in indigent adult criminal cases, through the Alternate Defenders Office, with a term of September 1, 2022 through June 30, 2023, in the amount of \$90,562;
- b. Approve non-standard insurance provisions in PSA, as recommended by the Public Defender; and
- c. Approve and authorize the Contracts/Purchasing Officer to execute up to three (3) amendments, each extending the term by one (1) fiscal year per amendment, provided the amendments do not significantly change the scope of work and do not exceed ten percent (10%) (\$9,056) of the original contract amount.

**SUMMARY:**

The Monterey County Alternate Defender’s Office (ADO) finds it necessary to assign qualified trial counsel to represent indigent defendants, other parties, or juvenile offenders in cases in which the Monterey County Public Defender has declared a conflict of interest and the courts appoint the ADO to serve as counsel.

To fulfill these alternate defense requirements, and to obtain qualified outside professional legal services, the ADO solicited qualifications from legal firms and/or attorneys to provide legal representation for indigent adult offenders - Request for Proposals (RFP) #10855. Following the evaluation of proposals submitted and an interview process, Shane M. Kelly was selected to provide defense services. The ADO recommends that the Board authorize the Contracts/Purchasing Officer to execute a contract with the Law Office of Shane M. Kelly for

criminal defense services for the fiscal year 2022/2023. The ADO further recommends that the Board authorize the Contracts/Purchasing Officer to execute up to three extensions of these agreements by amendment, for one additional year per amendment.

DISCUSSION:

Language has been added to the proposed Professional Services Agreement to ensure that legal services are provided in compliance with ADO policies regarding legal representation and procedures. The proposed Professional Services Agreement is attached to this Board report and is on file with the Clerk to the Board's Office.

OTHER AGENCY INVOLVEMENT:

The ADO worked with the Contracts/Purchasing Division during the RFP solicitation to ensure the process was fair and transparent. County Counsel and the Auditor-Controller have reviewed and approved these Agreements as to legal form and fiscal provisions respectively.

FINANCING:

The annual compensation for this contract is funded through Fund 001-Public Defender PUB001-2270-Budget Unit 8168-Court Assigned Counsel, as follows:

<u>Contractor</u>	<u>Maximum Annual Amount</u>	<u>Case Type</u>
Law Office of Shane M. Kelly	\$90,562.50	Felony

Funding for the Agreement is included in the **FY 2022-2023** Approved Budget and will be included in the FY 2023-24 Requested Budget, Budget Unit 8168-Court Assigned Counsel. Approval of the recommended actions will have no additional impact on the County General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

**PUBLIC SAFETY:** The Alternate Defender Office will strive to protect the constitutional rights of the indigent by providing them quality representation in a society free and safe from unlawful State interference, by vigorously defending individual rights where the Public Defender has a conflict of interest.

Prepared by: Laura Henderson, Management Analyst, ext.6054

DocuSigned by:  
*Laura Henderson*

Approved by: Susan Chapman, Public Defender, ext.5806

DocuSigned by:  
*Susan Chapman*  
2D93C433446B4C5...

Attachment 1: Agreement Shane M. Kelly

**THE ALTERNATE DEFENDER'S OFFICE**  
COUNTY OF MONTEREY  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA. 93901  
(831) 796-6054

**AGREEMENT TO PROVIDE  
LEGAL SERVICES**

September 1, 2022 to June 30, 2023

**THIS AGREEMENT** is entered into by the County of Monterey, (“the County”), and the Law Office of **SHANE M. KELLY**, Attorney at Law, State Bar #308997 (“the Attorney.”)

**RECITALS**

**WHEREAS**, the United States and California Constitutions and other provisions of state and federal law give indigent defendants, juveniles, and other qualified parties (“the Defendant”) a constitutional right to competent legal representation if the Public Defender declines to represent the Defendant due to a conflict of interest; and

**WHEREAS**, it would be costly, unpredictable, and disruptive of orderly budget procedures if counsel was assigned on a case-by-case basis to represent Defendants where the Public Defender declines to do so due to a conflict of interest; and

**WHEREAS**, the Alternative Defender Office (“ADO”), a separate office from the Monterey, California Public Defender except as to budgetary control, has been directed by the Monterey County Administrative Officer (“CAO”) to administer all Agreements for legal representation of indigent defendants who cannot be represented by the Public Defender due to conflict of interest; and

**WHEREAS**, the Board is authorized to enter into this Agreement under Government Code § 31000; and

**WHEREAS**, the Attorney has offered to represent all Defendants who are referred to him/her by the ADO, subject to the limitations contained in this Agreement; and

**WHEREAS**, the ADO has found and determined that the Attorney is qualified as trial counsel in all aspects of felony and/or misdemeanor criminal proceedings. Minimum qualifications include the ability to perform the duties equivalent to a Deputy Public Defender II, III, or IV.

**NOW THEREFORE**, the Attorney agrees to furnish the County professional services and the County and Attorney agree to enter into this Agreement, both in accordance with the terms and conditions set forth herein.

## **Article I. GENERAL PROVISIONS**

Section 1.01 **Contract Administrator.** The Chief of the Alternate Defender Office (ADO) will administer the contract. The Monterey County Public Defender is responsible for the ADO budget. The County may change the ADO Chief at any time with notice to the Attorney.

Section 1.02 **Independent Contractor.** The Attorney and his or her employees and agents, in the performance of this Agreement, are independent contractors in relation to the County of Monterey, and not officers or employees of the County of Monterey. Nothing in this agreement shall create any of the rights, powers, privileges or immunities of an employee of the County of Monterey. The Attorney shall be solely liable for all applicable taxes, including, but not limited to, federal and state income taxes and Social Security taxes, arising out of the Attorney's performance of this Agreement. The Attorney shall not be entitled to receive from the County of Monterey under this Agreement any compensation in the form of sick leave, vacation leave, or retirement benefits or any other kind of type of employee benefits such as workers' compensation, unemployment compensation or insurance, social security benefits or disability insurance benefits. This Agreement for provision of Attorney's professional services to the County is not exclusive; the Attorney retains the right to represent other clients of his or her choosing, so long as that representation does not pose a conflict of interest with clients referred to the Attorney by the County in a particular case.

Section 1.03 **Cooperation.** If the Internal Revenue Service or any other federal or state government agency should inquire about, question, or challenge the independent contractor status of the Attorney or his subcontractors with respect to the County, the parties hereto mutually agree that:

- (a) Each shall inform the other party hereto of such inquiry or challenge; and
- (b) The County and the Superior Court of California, County of Monterey, shall have the right to participate in any discussion or negotiation occurring with the federal or state agency, without regard to who initiated such discussions or negotiations.

In the event the federal or state agency concludes that an independent contractor relationship does not exist, the County may terminate this Agreement effective immediately upon written notice.

Section 1.04 **Non- Assignability.** Except as otherwise provided in Section 2.06 of this Agreement, none of the rights, privileges, interest, immunities, duties, or obligations created by this Agreement are assignable or delegable. Upon disability or inability to accept assigned cases or to continue as assigned counsel in cases previously assigned, this Agreement shall terminate. The Attorney's refusal to accept assigned cases on grounds of conflict of interest among criminal defendants assigned or proposed to be assigned does not constitute "disability" or "inability" as used in this Agreement.

Section 1.05 **Negotiated Agreement.** This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code § 1654.

Section 1.06 **Headings.** The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

Section 1.07 **Time of Essence.** Time is of the essence in each and all of the provisions of this Agreement.

Section 1.08 **Amendment.** No alteration, variation, or amendment to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

Section 1.09 **Notices.** Notices to the parties in connection with this Agreement shall be given personally or by regular mail addressed as follows:

**Contract Administrator**  
Chief Alternate Defender  
Alternate Defender Office  
County of Monterey  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA. 93901  
Telephone: (831) 796-6054

**Attorney:**  
Shane M. Kelly  
132 W. Gabilan Street, #207  
Salinas, CA 93901  
Telephone: (917) 608-3297

Section 1.10 **Exhibits.** The following exhibits are attached hereto and incorporated by reference:

- (a) Exhibit A – Description of Services
- (b) Exhibit B – Insurance Exemption
- (c) Exhibit C – Monthly Case Report Template
- (d) Exhibit D – Expense Request Form
- (e) Exhibit E – Annual Contract Compliance Checklist

Section 1.11 **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, or agreements, either written or oral, between the parties as of the effective date hereof.

Section 1.12 **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

## **Article II SERVICES TO BE PROVIDED**

Section 2.01 **Attorney Services.** The Attorney shall provide the legal services set forth in Exhibit A of this Agreement.

Section 2.02 **Monthly Reports by the Attorney.** The attorney shall submit Monthly Case Reports (Exhibit C) reflecting new assigned clients and charges (weighted client report), closed cases, conflicts filed, *Marsden* Motions, jury trials and court trials during the previous month. Reports shall be submitted to the Alternate Defender's Office no later than the 5th day of each month following the month in which the case work was performed or as directed by the ADO.

Section 2.03 **Qualifications.** At all times during the provision of professional services pursuant to this Agreement, each and every attorney performing services pursuant to this Agreement shall be and remain a member in good standing of the State Bar of California.

Section 2.04 **Training for Staff.** The Attorney shall ensure that sufficient training is provided to his or her staff, to enable them to perform effectively and to increase their existing level of skills in the performance of this Agreement.

Section 2.05 **Expert Personal Services.** It is expressly understood by the parties to this Agreement that the County is purchasing the expert personal services of the Attorney. Any other attorneys used by the Attorney must be approved by the ADO prior to referral in accordance with the subcontractor requirements set forth in Section 2.06.

Section 2.06 **Subcontractor Requirement.** The Attorney may not subcontract with another attorney for performance of work under this Agreement without the prior written consent of the ADO. However, the Attorney may, without prior approval of the ADO, and limited to a total of 30 days per fiscal year, use a duly licensed and appropriately qualified attorney for a special appearance when the Attorney is ill, on vacation, or involved in an emergency. Notwithstanding any such subcontract, the Attorney shall continue to be liable for the performance of all requirements under this Agreement. Attorney agrees that all subcontract agreements he or she enters into for performance of the work under this Agreement shall be in writing, shall include this Agreement attached as an exhibit which shall be incorporated by reference into the subcontract, and shall include:

- (a) The nondiscrimination and compliance provisions set forth in Article VIII of this Agreement.

- (b) A provision that the Attorney shall provide insurance coverage for subcontractor, or require subcontractor to maintain insurance coverage such that subcontractor's services are insured under the terms and conditions set forth in Article VII of this Agreement.

Section 2.07 **Attorney-Client Relationship.** The Attorney's relationship to defendants assigned to him or her shall be that of attorney and client. The Attorney shall remain responsible for the representation of all Defendants assigned pursuant to this Agreement until the Defendants' cases are concluded in the Monterey County Superior Court, even if the case is concluded after this Agreement expires or this Agreement is otherwise terminated by the parties

### **Article III. PERFORMANCE**

Section 3.01 **Level of Service.** The Attorney shall meet the specified performance standards set forth in Section 3.02 of this Agreement unless prevented from doing so by circumstances beyond the Attorney's control, including but not limited to natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

Section 3.02 **Standards of Representation.** Each and every attorney performing services pursuant to this Agreement shall perform such services in a competent manner and in conformity with the highest professional standards and practices.

Section 3.03 **Compliance with Law.** Each and every attorney performing services pursuant to this Agreement shall fully comply with all applicable laws, rules, and regulations in providing services pursuant to this Agreement.

Section 3.04 **Contract Compliance Checklist:** Each attorney performing services pursuant to this Agreement must submit to an annual Contract Compliance meeting with the ADO Chief to assess contract compliance in accordance with Exhibit E.

### **Article IV. PAYMENTS BY COUNTY**

Section 4.01 **Monthly Payments by County.** Subject to the limitations set forth herein, the County through the Auditor-Controller shall pay the Attorney a monthly payment equal to 1/10th of the maximum amount of the County's liability over the full term of this Agreement, payable on or before the thirtieth day of each month during the term of this Agreement for those services rendered in the immediately preceding month pursuant to this Agreement. Warrants for payment shall be made in the name of **SHANE M. KELLY**. This limit on the monthly amount may be exceeded on a case-by-case basis, with the prior written consent of the ADO, as Contract Administrator, provided the maximum amount of the County's liability over the full term of this Agreement may not be exceeded.

Section 4.02 **Maximum Payment by the County.** The maximum compensation to be paid by the County, except as provided in Section 4.03, over the full term of this Agreement shall not exceed **\$90,562.50**. The Attorney shall be liable for all payments owed subcontractors and other attorneys retained by the Attorney pursuant to Section 2.06 and all other costs incurred by the Attorney, other than those listed in Section 4.03, regardless of whether this Agreement expires, is terminated for cause by the County, or is terminated without cause by the County. Payment is due to the Attorney on the 30<sup>th</sup> or 31<sup>st</sup> of each month.

Section 4.03 **Extraordinary Expenses.** The foregoing maximum payment shall include all ordinary expenses incurred in representing defendants pursuant to the terms of this Agreement. It is understood that the compensation pursuant to this Agreement is sufficient to cover ordinary expenses, and those ordinary expenses are included in the contract maximum payment specified in Section 4.02 above. The Attorney may be allowed additional ancillary expenses, as approved by the ADO Chief, following a written request. Contractor is responsible to comply with all ADO and Monterey County Policies pertaining to ancillary expenses.

Ancillary expenses are listed below:

- (a) **Mileage and Travel Expense.** Approved reasonable and necessary mileage and travel expenses of investigators and attorneys when working beyond a 150-mile radius from their offices. All travel expenses will be paid per the Monterey County Travel Policy.
- (b) **Expert Witness and Investigation Expenses.** In a felony case, twenty (20) hours of verified investigation is authorized without prior approval. An Expense Request Form (ERF) EXHIBIT D must be submitted for advance approval by County for any investigative services in excess of 20 hours. Any expert witness fees shall be submitted for approval prior to services being rendered by an expert. Investigative fees and costs in excess of 20 hours, in felony cases, that are incurred without County advance approval and expert witness fees and costs incurred without County advance approval, are the sole responsibility of CONTRACTOR. In a misdemeanor case an Expense Request Form (ERF) EXHIBIT D must be submitted for approval for any investigative services. Any expert witness fees shall be submitted for approval prior to services being rendered by an expert. Investigative fees and costs in misdemeanor cases, that are incurred without County advance approval and expert witness fees and costs incurred without County advance approval, are the sole responsibility of CONTRACTOR.
- (c) **Interpreter expenses.**

## **Article V. TERM OF AGREEMENT**

**Section 5.01 Duration of Agreement.** This Agreement shall be in full force and effect commencing on September 1, 2022 and ending on June 30, 2023, unless sooner terminated as provided herein. Termination of this agreement does not terminate the Attorney's duty to defend, indemnify or hold harmless the County, as provided in Section 7.01, or to maintain sufficient insurance, as provided in Section 7.02.

**Section 5.02 Termination without Cause.** This Agreement may be terminated by the County or Attorney without cause by giving thirty (30) days prior written notice of an intention to terminate.

If this Agreement is terminated by the County without cause, the Attorney shall be entitled to compensation as determined by one of the following methods, whichever is greater:

- 1) The amount paid by the County pursuant to this Agreement as of the date of termination; or
- 2) A *pro rata* amount determined by the formula in Section 5.03.

In no event shall the Attorney be required to refund monies already paid by the County pursuant to this Agreement if the County terminated this Agreement without cause.

**Section 5.03 Method of Computing *Pro Rata* Payment.** If this Agreement is terminated without cause, Section 5.02 will determine use of the following weighed *pro rata* formula:

- (a) Misdemeanors - \$200 for each misdemeanor case assigned pursuant to this Agreement, through the date of conclusion of the case.
- (b) Non-Strike Felonies - \$75 per hour for each non-strike felony case assigned pursuant to this Agreement, through the conclusion of the case. Non-strike felonies are offenses not listed in either Penal Code Sections 667.5(c) or 1192.7(c).
- (c) Serious Strike Felonies - \$100 per hour for each strike felony case assigned pursuant to this Agreement, through the conclusion of the case. Felonies designated as strikes are the offenses listed in Penal Code Sections 667.5(c) and 1192.7(c).

If *pro rata* payments pursuant to this section are paid to Attorney, these payments shall constitute complete and final payment for services rendered pursuant to this Agreement, if this Agreement is terminated without cause.

5.04 **Termination of Cause.** The ADO may cancel and terminate this Agreement for cause, immediately, upon written notice to the Attorney. "Cause" includes, but is not limited to, the revocation or suspension of the Attorney's license to practice law, the failure of the Attorney to perform a material requirement of this Agreement. The amount received by the Attorney to the date of termination for cause shall constitute full compensation pursuant to this Agreement.

## **Article VI. RECORDS OF CONFIDENTIALITY**

Section 6.01 **Confidentiality.** The Attorney, and his or her employees, agents, and subcontractors, shall comply with any and all applicable federal, state, or local laws which provide for the confidentiality of records and prohibits them from being opened for examination for any purpose without proper court or client authorization, including, but not limited to, Business and Professions Code section 6068 (e) and Rule 1.6 of the California Rules of Professional Conduct. Confidential medical or personal records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by the Attorney from access to any such records, and from contact with the Attorney's clients and complainants, shall be used by the Attorney only in connection with provision of services under this Agreement.

Section 6.02 **Maintenance and Availability of Records.** The Attorney shall prepare and maintain all reports and records that may be required by federal, state, or county rules and regulations and the ADO, as Contract Administrator, and shall furnish such reports and records to the County of Monterey and to the state and federal governments, upon request in compliance with applicable rules of confidentiality.

Pursuant to Government Code § 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000.00, the parties to this Agreement may be subject to the examination and audit of the State Auditor, and the request of the County of Monterey or as part of any audit of the County of Monterey, for a period of three years after final payment under this Agreement. As provided by Government Code § 8546.7, these audits will be confined to those matters connected with the performance of this Agreement, including but not limited to the costs of administering the Agreement.

Section 6.03 **Retention of Records.** The Attorney shall maintain and preserve all records related to this Agreement (and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement) for the minimum period as required by law or the professional rules for the retention of client records, but, in no event for less than minimum of three years from the date of the last action taken in the case.

## **Article VII. INDEMNIFICATION AND INSURANCE**

Section 7.01 **Indemnification.** Attorney 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 attorney's fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Attorney's performance of this Agreement, unless such claims, liabilities or losses arise out of the gross negligence or willful misconduct of the County. "Attorney's performance" includes Attorney's action or inaction and the action or inaction of Attorney's officers, employees, agents and subcontractors. The Attorney's obligation to defend, indemnify and hold harmless County shall survive the termination or expiration of this Agreement and shall extend for a term to include the statute of limitations applicable to claims arising out of Attorney's performance of this Agreement.

Section 7.02 **Insurance.** Without limiting Attorney's duty to indemnify, Attorney 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, Property Damage, Personal Injury, Contractual liability, Broad Form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Workers' Compensation Insurance, if Attorney 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.

Professional Liability Insurance, because insurance is required for the professional services being provided (i.e., the Attorney is 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 Attorney shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the 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 the Attorney completed 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) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Attorney 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 subcontract 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, 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 Attorney’s insurance.

Prior to the execution of this Agreement by the County, Attorney shall file Certificates of Insurance with the County’s ADO, as Contract Administrator, and with County’s Contracts/Purchasing Division, showing that the Attorney has, in effect, the insurance required by this Agreement. The Attorney 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.

**Attorney 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 Purchasing Division. If the certificates are not received by the expiration date, County shall notify Attorney and Attorney shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Attorney to maintain such**

**insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.**

**Article VIII. NON-DISCRIMINATION**

**Non-Discrimination.** Attorney shall be required to submit and comply with the non-discrimination clause set forth below.

During the performance of this agreement, the Attorney shall not unlawfully discriminate against any employee, or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sexual preference, or gender. The Attorney shall ensure that the evaluation and treatment of his or her employees and applicants are free of such discrimination. The Attorney shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12900, *et seq.*) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*).

The applicable regulations of the Fair Employment and Housing Commission implementing Government Code § 12900, *et seq.*, set forth in Chapter 5 of 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.

The Attorney shall include the non-discrimination and compliance provisions of the clause in all agreements with subcontractors to perform work under the contract.

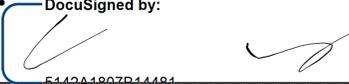
**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year written below.**

**County of Monterey:**

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

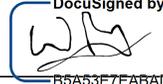
Date: \_\_\_\_\_

**Attorney:**

By:  \_\_\_\_\_  
**Shane M. Kelly**  
**Attorney at Law**

Date: 7/28/2022

**Approved:**

By:  \_\_\_\_\_  
**W. Scott Erdbacher**  
Alternate Defender Chief

Date: 7/28/2022

**Approved:**

DocuSigned by:  
*Susan Chapman*  
By: \_\_\_\_\_  
2D99C433448B4C5...  
**Susan E. Chapman**  
Public Defender

Date: 7/28/2022

**Approved as to Form:**

DocuSigned by:  
*Stacy Saetta*  
By: \_\_\_\_\_  
G0ECC1D99E444A2  
Name: Stacy Saetta

Date: 7/28/2022

**Approved as to Fiscal Provisions:**

DocuSigned by:  
*Gary Giboney*  
By: \_\_\_\_\_  
13024F7C10381E  
Name: Gary Giboney

Date: 7/28/2022

**Approved as to Indemnity/Insurance Language:**

By \_\_\_\_\_  
Name: \_\_\_\_\_

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

## EXHIBIT A – DESCRIPTION OF SERVICES

Attorney shall accept all assignments from the ADO, pursuant to Penal Code § 987 *et seq.*, in which the court finds that the Public Defender has properly declined to represent the accused due to a conflict of interest. This obligation requires the Attorney to act as legal counsel and provide representation for indigent adult defendants charged with criminal offenses, including new felony and misdemeanor charges and probation violations.

The Attorney shall be assigned no more than 100 clients during the term of this Agreement. If a client has concurrent felony charges alleged in a separate Complaint, Information or Grand Jury Indictment, each will be counted as a separate client toward the 100-client contract maximum. However, a client who has concurrent felony violations of probation or post community release violations will constitute one client. Clients who: (a) cannot be represented due to conflict of interest; (b) retain private counsel, or; (c) successfully relieve counsel pursuant to *People v. Marsden* (1970), 2 Cal.3d 118, do not count toward the case limitation, unless the Attorney has performed significant work on the case. These limitations cannot be exceeded unless the parties mutually agree in writing to change these limitations.

The ADO Management Analyst shall assign cases to the multiple ADO Contractors in an equitable and efficient manner, but there is no assurance that cases will be assigned equally each month. Of the potential 100 clients assigned to each Contractor per year, there is no certainty that this amount will be divided equally each month. Contractor may, therefore, have high case volume months on occasion.

The class of cases in which the Attorney will be appointed are as follows:

1. Felonies, including felonies listed in Penal Code §§1192.7(c) (serious felonies) and 667.5(c) (violent felonies)
2. Murder cases except those in which special circumstances are alleged.

Legal representation includes all ethically and constitutionally required pretrial and trial services and post-trial motions but no appeals following conviction and sentencing other than filing the notice of appeal. Contractor does not continue to represent the indigent defendant in adult criminal cases in instances of violations of probation, unless a conflict is declared by the Public Defender and Contractor is specially assigned representation in such circumstances.

If the Court appoints the Attorney to represent Defendants in the following matters, the following special terms apply:

1. Special Circumstances Murder Cases. The Attorney shall not be appointed pursuant to this Agreement to murder cases in which special circumstances are charged.
2. In re Marsden. Where the Public Defender is relieved pursuant to a Marsden Motion, the Attorney shall accept a maximum of five such cases during the contract period and will be paid in accordance with Article IV of this Agreement, subject to the maximum compensation limit set forth in Section 4.02.
3. Retrials. In a case in which the Attorney represented a client, and where a new trial motion or a mistrial is granted to Attorney's client, Attorney shall be paid in these motions in accordance with Article IV of this Agreement, subject to the maximum compensation limit set forth in Section 4.02.
4. Motions to Withdraw Plea. The Attorney shall accept appointment for such motions where the Public Defender has declared a conflict of interest. The Attorney will be paid for representation in these motions in accordance with Article IV of this Agreement, subject to the maximum compensation limit set forth in Section 4.02.
5. Refusal of Public Defender to Accept Appointment because of Excessive Caseload. The Attorney shall not be responsible for, or required to accept, appointment in these cases. The Attorney and the ADO may agree to Attorney's appointment in these cases, in addition to the services and compensation provided by this Agreement, at the hourly rates set forth in Section 5.03(a) and (b).
6. Prison cases. The Attorney shall not be appointed pursuant to this Agreement on cases by prisoners where the charged conduct occurs on the California Department of Corrections and Rehabilitation grounds.
7. Sexually Violent Predators. The Attorney shall not be appointed pursuant to this Agreement on cases brought pursuant to Welfare and Institutions Code § 6600.
8. Witness Advisement. The Attorney shall accept appointment to represent witnesses in cases concerning the witnesses' Fifth Amendment and CCP 1219 rights. The Attorney will be paid for witness representation in these cases in accordance with Article IV of this Agreement, subject to the maximum limitation set forth in Section 4.02.
9. Discovery and Special Master. The Attorney shall not be appointed pursuant to this Agreement as a special master or to facilitate discovery matters.

10. Stand by Counsel. The Attorney shall not be appointed pursuant to this Agreement to act as Standby or Advisory Counsel.
11. Appellate Court Reversals and Other Orders. The Attorney shall not be appointed pursuant to this Agreement to cases returned to the trial court by the Appellate Court following orders made in appeals, writs or other extraordinary proceedings.
12. MDSO Proceedings. The Attorney shall not be appointed in MDSO proceedings.
13. Conservatorship and LPS Matters. The Attorney shall not be appointed pursuant to this Agreement in Conservatorship and LPS cases.

## **EXHIBIT B – Insurance Exemption**

### Workers Compensation Justification:

Notwithstanding Section 7.02 of this Agreement, at the time of execution of this Agreement, the Attorney does not have employees and therefore, does not carry Workers' Compensation Insurance coverage. Should the Attorney hire employees during the term of this Agreement, the Attorney shall comply with County's insurance requirements pertaining to Workers' Compensation, as described in Section 7.02 of this Agreement.



# EXHIBIT D

## Office Of The Alternate Defender - County of Monterey

EXPENSE REQUEST FORM (ERF)

COMPLETE THIS FORM FOR ANY EXPENSES OR SERVICES

Complete all boxes as appropriate for your request to properly track costs for budgetary purposes.

<b>A. REQUEST TYPE</b>			
<input type="checkbox"/> EXPERT SERVICES	<input type="checkbox"/> OTHER SERVICES _____	<input type="checkbox"/> ADO CASE	<input type="checkbox"/> PRO PER CASE
		<input type="checkbox"/> PRISON CASE	
		<input type="checkbox"/> ANXILLARY CASE	
<b>B. REQUESTOR (fill in boxes below)</b>			
Attorney Name: PRINT	X _____		Requestor Name: _____
Signature:	X _____	DATE: / /	
<b>C. CLIENT INFORMATION (fill in boxes below)</b>			
<b>CLIENT NAME:</b>	<b>CASE NUMBER:</b>	<b>CHARGES:</b>	
<b>D. CASE INFORMATION (check if applies)</b>			
<input type="checkbox"/> SVP	Sexually Violent Predator	<input type="checkbox"/> FELO	Felony
<input type="checkbox"/> NGI	Not Guilty by Reason of Insanity	<input type="checkbox"/> JUVI	Juvenile
<input type="checkbox"/> MDO	Mentally Ill Offender	<input type="checkbox"/> MDSO	Misdemeanor
<input type="checkbox"/> DNA	DNA	<input type="checkbox"/> M187	Murder
<input type="checkbox"/> DPEN	Death Penalty	<input type="checkbox"/> PATC	Paternity
<input type="checkbox"/> SPEC	Special Circumstance	<input type="checkbox"/> LIFE	LIFE Case
<p><b>For Service:</b> Obtain and attach a minimum of <u>one</u> quote for services UNDER \$3,000; <u>two</u> quotes for any services OVER \$3,000. If you are unable to provide multiple quotes, please provide written justification explaining the reason(s).</p> <p><b>Travel:</b> Attach copy of estimated Hotel, Airfare, Car Rental, and misc. expenses.</p>			
<b>E. VENDOR/PROVIDER INFORMATION</b>			
NAME:			<input type="checkbox"/> Vendor Registered w/ County of Monterey
EMAIL:	PHONE:	<input type="checkbox"/> Vendor NOT Registered w/ County of Monterey	
<b>F. BRIEF DESCRIPTION &amp; PURPOSE OF EXPENSE</b>			
Description of Service (attach <u>2-page</u> summary):			
EXPERT RATE:	\$ _____	RATE:	\$ _____
REQUESTED HOURS:	<b>TOTAL NUMBER OF HOURS PREVIOUSLY GRANTED:</b>	<b>NUMBER OF HOURS REMAINING:</b>	
<b>ADDITIONAL REQUESTS:</b> (Travel rates are 1/2 of hourly rate) **Excludes Prison Cases**			
<input type="checkbox"/> Travel/Mileage	\$ _____	<input type="checkbox"/> Hotel	\$ _____
<input type="checkbox"/> Car Rental	\$ _____	<input type="checkbox"/> Other	\$ _____
TOTAL COSTS: \$	ADJUSTMENTS (If Any):		
<b>G. APPROVALS</b>			
ADO/PANEL/PRISON EXPENSES: X _____		Date: _____	
ADO SUPERVISOR – Michael Lawrence & Juliet Peck			
X _____		Date: _____	
FINANCE MANAGER – Latasha Ellis Bowers			
X _____		Date: _____	
MANAGEMENT ANALYST – Laura Henderson			

All service requires pre-approval before ADO may commit County coffers to any costs. To avoid any delays please contact ADO regarding Monterey County travel policies if you have questions. Original – ADO FILE Copy - REQUESTOR

## EXHIBIT E

### MONTEREY COUNTY

#### OFFICE OF THE ALTERNATE DEFENDER

68 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901

Laura Henderson | ADO Coordinator | [Phone: 831-796-6054](tel:831-796-6054)

Michael Lawrence & Juliet Peck | Law Offices of Lawrence & Peck

Alternate Defender Chief | 831-796-0212



ADO CONTRACT ATTORNEY COMPLIANCE	
<b>Contractor Name:</b>	<b>Department:</b> Alternate Defender
<b>Contract Type:</b> <input type="checkbox"/> Heavy Felonies <input type="checkbox"/> Misdemeanors <input type="checkbox"/> Juvenile	<b>Contract Period:</b>
<b>CONTRACT COMPLIANCE</b>	
<b>1. Licensure</b>	<b>In Compliance?</b>
Attorney shall maintain active license to practice law.	
<b>2. MANDATORY CONTINUING LEGAL EDUCATION</b>	<b>In Compliance?</b>
All active licensees of the State Bar must complete and report to the State Bar twenty-five hours of Bar-approved Minimum Continuing Legal Education (MCLE) every three years, including credits on ethics, competence, substance abuse and mental health.	
<b>3. NON-EXCLUSIVITY CONFLICT OF INTEREST</b>	<b>In Compliance?</b>
Attorney retains the right to represent other clients of their choosing, so long as that representation does not pose a conflict of interest with clients referred to the attorney pursuant to his/her ADO contract.	
<b>4. MONTHLY REPORTS BY THE ATTORNEY</b>	<b>In Compliance?</b>
The Attorney shall submit to the ADO a monthly report using the ADO monthly report form. A completed report form shall be received by the ADO before the County makes payment for services rendered in the preceding month, and, in any event, the monthly report shall be submitted no later than the deadline established by the ADO Coordinator.	

<b>5. TRAINING FOR STAFF</b>	<b>In Compliance?</b>
The attorney shall insure that sufficient training is provided to his or her staff, to enable them to perform effectively and to increase their existing level of skills in the performance of this agreement.	
<b>6. Attorney-Client Relationship</b>	<b>In Compliance?</b>
The Attorney's relationship to assigned defendants shall be that of attorney and client. The Attorney shall remain responsible for the representation of all Defendants assigned until the Defendants' cases are concluded in the Monterey County Superior Court.	
<b>7. Standards of Representation</b>	<b>In Compliance?</b>
Attorney shall perform services in a competent manner and in conformity with the highest professional standards and practices, through all stages of the trial court practice including aggressive and zealous representation in motions, jury trials and sentencing.	
<b>8. Compliance with Law</b>	<b>In Compliance?</b>
Attorney shall fully comply with all applicable laws, rules, and regulations in providing services.	
<b>9. Confidentiality</b>	<b>In Compliance?</b>
The Attorney, and his or her employees, agents, and subcontractors, shall comply with any and all applicable federal, state, or local laws including, but not limited to, Business and Professions code section 6068 (e), and Rule 1.6 of the California Rules of Professional Conduct, which provide for the confidentiality of records and prohibits them from being opened for examination for any purpose without proper court or client authorization.	
<b>10. Retention of Records</b>	<b>In Compliance?</b>
The Attorney shall maintain and preserve all records related to any assignment for the minimum period as required by law or the professional rules for the retention of client records, but, in no event for less than minimum of three years from the date of the last action taken in the case.	

<b>11. Insurance</b>	<b>In Compliance?</b>
Attorney shall maintain in effect a policy or policies of insurance with at least, the minimum limits of liability. This is applicable for 1) Commercial general liability insurance; 2) Business automobile liability insurance; 3) Workers' Compensation Insurance; and 4) Professional Liability Insurance.	
<b>12. Responsiveness to ADO</b>	<b>In Compliance?</b>
Attorney has been responsive and prompt with all ADO administration inquiries.	
<b>13. Investigation</b>	<b>In Compliance?</b>
Attorney shall investigate all issues of law and fact.	
<b>BUSINESS &amp; PROFESSIONS CODE SECTION 6068 COMPLIANCE</b>	
<b>14. Attorney Etiquette</b>	<b>In Compliance?</b>
Attorney shall maintain the respect due to the courts of justice and judicial officers.	
<b>15. Duties as Officer of The Court</b>	<b>In Compliance?</b>
Attorney shall, for the purpose of maintaining the causes confided to him or her those means only as are consistent with truth, and never to seek to mislead the judge or any judicial officer by an artifice or false statement of fact or law.	
<b>16. Duty to Maintain Confidentiality</b>	<b>In Compliance?</b>
Attorney shall maintain inviolate the confidence, and at every peril to himself or herself to preserve the secrets, of his or her client.	
<b>17. Legal Compliance</b>	<b>In Compliance?</b>
Attorney shall not encourage either the commencement or the continuance of an action or proceeding from any corrupt motive of passion or interest.	

<b>18. Responsiveness with Clients</b>	<b>In Compliance?</b>
To respond promptly to reasonable status inquiries of clients and to keep clients reasonably informed of significant developments in matters in which attorney has been assigned pursuant to the contract.	

<b>OVERALL COMPLIANCE:</b>	
<b>APPROVALS</b>	
<b>ASSESSMENT PROCTOR:</b> This compliance assessment is based on my observation and/or knowledge. It represents my best judgment of the contract attorney's compliance.	
Name: Michael Lawrence Signature:	Title: Date:
<b>SECOND ASSESSMENT PROCTOR:</b> I concur in and approve this compliance assessment.	
Name: Juliet Peck Signature:	Title: Date:
<b>CONTRACT ATTORNEY:</b> This compliance assessment has been discussed with me and I have been given a copy to retain.	
Name: Signature:	Title: Date:

**DISTRIBUTION:** Original copy to ADO Directors. One copy to contract attorney.



# Monterey County

**Item No.49**

## Board Report

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

**Legistar File Number: 22-757**

**August 23, 2022**

**Introduced:** 8/5/2022

**Current Status:** Criminal Justice - Consent

**Version:** 2

**Matter Type:** General Agenda Item

- a. Amend the District Attorney's (2240-8063-DIS001) Adopted Budget to reallocate four (4) Legal Secretary II positions (80B22) to three (3) Legal Secretary III (80B26) and one (1) Administrative Services Assistant (14C70) positions as indicated in attachment A (4/5ths vote required);
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Amend the District Attorney's (2240-8063-DIS001) Adopted Budget to reallocate four (4) Legal Secretary II positions (80B22) to three (3) Legal Secretary III (80B26) and one (1) Administrative Services Assistant (14C70) positions as indicated in attachment A (4/5ths vote required);
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

### SUMMARY:

The District Attorney has been working with Human Resources over the past several months to reallocate several existing Legal Secretary positions, to more closely support the actual tasks and duties of those positions.

### DISCUSSION:

The District Attorney requests support to reallocate four existing positions to more closely represent the actual duties performed by these members of our staff. These positions have increased in complexity over the years and their duties have changed to the extent where modifications to their allocation are needed. The changes to digital case management and online grant reporting have not only changed overall office operations but have necessitated reallocation of these positions.

### OTHER AGENCY INVOLVEMENT:

The Human Resources Department has reviewed and approved the Requests to Classify (RTC) and the Budget Committee supported the action during the July 27, 2022 meeting.

### FINANCING:

There is a minimal impact on the FY 2022-23 budget for the District Attorney, increasing expenditures by approximately \$36,912, which will be supported through grants and salary savings during the fiscal year. There will be no fiscal impact on the General Fund and no requirement to increase

appropriations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action will support the operation of the District Attorney and will improve public safety throughout our community.

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

Prepared by: Bruce Suckow, Finance Manager II, Ext. 5259

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:

Reallocation Request



# Monterey County

## Item No.46

### Board Report

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

Legistar File Number: 22-757

August 23, 2022

**Introduced:** 8/5/2022

**Current Status:** Criminal Justice - Consent

**Version:** 2

**Matter Type:** General Agenda Item

- a. Amend the District Attorney's (2240-8063-DIS001) Adopted Budget to reallocate four (4) Legal Secretary II positions (80B22) to three (3) Legal Secretary III (80B26) and one (1) Administrative Services Assistant (14C70) positions as indicated in attachment A (4/5ths vote required);
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

#### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Amend the District Attorney's (2240-8063-DIS001) Adopted Budget to reallocate four (4) Legal Secretary II positions (80B22) to three (3) Legal Secretary III (80B26) and one (1) Administrative Services Assistant (14C70) positions as indicated in attachment A (4/5ths vote required);
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

#### SUMMARY:

The District Attorney has been working with Human Resources over the past several months to reallocate several existing Legal Secretary positions, to more closely support the actual tasks and duties of those positions.

#### DISCUSSION:

The District Attorney requests support to reallocate four existing positions to more closely represent the actual duties performed by these members of our staff. These positions have increased in complexity over the years and their duties have changed to the extent where modifications to their allocation are needed. The changes to digital case management and online grant reporting have not only changed overall office operations but have necessitated reallocation of these positions.

#### OTHER AGENCY INVOLVEMENT:

The Human Resources Department has reviewed and approved the Requests to Classify (RTC) and the Budget Committee supported the action during the July 27, 2022 meeting.

#### FINANCING:

There is a minimal impact on the FY 2022-23 budget for the District Attorney, increasing expenditures by approximately \$36,912, which will be supported through grants and salary savings during the fiscal year. There will be no fiscal impact on the General Fund and no requirement to increase

Legistar File Number: 22-757

---

appropriations.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This action will support the operation of the District Attorney and will improve public safety throughout our community.

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

Prepared by: Bruce Suckow, Finance Manager II, Ext. 5259

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

DocuSigned by:  
*Jeannine M. Pacioni* 8/16/2022 | 4:46 PM PDT  
9FCC008E5A664BE...

Attachments:

Reallocation Request

**ATTACHMENT A**

- a. Support the request to amend the FY 2022-23 District Attorney’s Adopted Budget (001-2240-8063) to reallocate four (4) 1.0 FTE Legal Secretary II’s to three (3) Legal Secretary III’s and one (1) Administrative Services Assistant.

Class Code	Position Title	Position Number	Beginning Total FTE	Position FTE Increase/Decrease	Revised Total FTE
80B22	Legal Secretary II	0002	25.0	(1.0)	24.0
80B22	Legal Secretary II	0017	24.0	(1.0)	23.0
80B22	Legal Secretary II	0019	23.0	(1.0)	22.0
80B22	Legal Secretary II	0024	22.0	(1.0)	21.0
80B26	Legal Secretary III	0001	0.0	1.0	1.0
80B26	Legal Secretary III	0002	1.0	1.0	2.0
80B26	Legal Secretary III	0003	2.0	1.0	3.0
14C70	Administrative Services Assistant	0001	0.0	1.0	1.0



# Monterey County

**Item No.50**

## Board Report

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

**Legistar File Number: A 22-325**

**August 23, 2022**

**Introduced:** 6/7/2022

**Current Status:** Criminal Justice - Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to Amend Agreement No. A-15703 with Precision Survey Supply, LLC., to include leasing services with GreatAmerica Financial Services Corporation for Laser Scanner equipment, effective from the date of execution through June 30, 2027.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to Amend Agreement No. A-15703 with Precision Survey Supply, LLC., to include leasing services with GreatAmerica Financial Services Corporation for Laser Scanner equipment, effective from the date of execution through June 30, 2027.

### SUMMARY/DISCUSSION:

The Board of Supervisors approved the agreement with Precision on March 1, 2022.

MCSO was not notified of the need to do an agreement with GreatAmerica Financial Services Corporation until April. GreatAmerica Financial Services Corporation is the financial arm of Precision when equipment is leased and therefore an agreement must be done with them in order to secure the equipment.

After much discussion, MCSO and GreatAmerica Financial Services Corporation have come to an acceptable agreement.

MCSO request approval of this amendment, so as to acquire much needed equipment.

### OTHER AGENCY INVOLVEMENT:

The County Administrative Office, County Counsel, and Auditor-Controller have reviewed.

### FINANCING:

The cost of this contract is included in the FY 2022-23 Adopted Budget and will be included in future budgets. There will be no increase in General Fund Contribution in the current fiscal year resulting from this Board action.

### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Arthur Curtright, Management Analyst II, ext. 3708  
Approved by: Steve Bernal, Sheriff/Coroner, ext. 3750

Attachments:

- Board Report
- Attachment A - GreatAmerica Agreement
- Attachment B - Precision Survey Standard Agreement
- Attachment C - Precision Survey Exhibit A
- Attachment D - Precision Survey Completed Board Order



# Monterey County

**Item No.**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: A 22-325**

**August 23, 2022**

**Introduced:** 6/7/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to Amend Agreement No. A-15703 with Precision Survey Supply, LLC., to include leasing services with GreatAmerica Financial Services Corporation for Laser Scanner equipment, effective from the date of execution through June 30, 2027.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to Amend Agreement No. A-15703 with Precision Survey Supply, LLC., to include leasing services with GreatAmerica Financial Services Corporation for Laser Scanner equipment, effective from the date of execution through June 30, 2027.

SUMMARY/DISCUSSION:

The Board of Supervisors approved the agreement with Precision on March 1, 2022.

MCSO was not notified of the need to do an agreement with GreatAmerica Financial Services Corporation until April. GreatAmerica Financial Services Corporation is the financial arm of Precision when equipment is leased and therefore an agreement must be done with them in order to secure the equipment.

After much discussion, MCSO and GreatAmerica Financial Services Corporation have come to an acceptable agreement.

MCSO request approval of this amendment, so as to acquire much needed equipment.

OTHER AGENCY INVOLVEMENT:

The County Administrative Office, County Counsel, and Auditor-Controller have reviewed.

FINANCING:

The cost of this contract is included in the FY 2022-23 Adopted Budget and will be included in future budgets. There will be no increase in General Fund Contribution in the current fiscal year resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Mark a check to the related Board of Supervisors Strategic Initiatives

Legistar File Number: A 22-325

---

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

Prepared by: Arthur Curtright, Management Analyst II, ext. 3708

Approved by: Steve Bernal, Sheriff/Coroner, ext. 3750

DocuSigned by:

*Steve Bernal*

C3D78BE873DB448...

Attachments:

Board Report

Attachment A - GreatAmerica Agreement

Attachment B - Precision Survey Standard Agreement

Attachment C - Precision Survey Exhibit A

Attachment D - Precision Survey Completed Board Order



## AGREEMENT

GREATAMERICA FINANCIAL SERVICES CORPORATION  
625 FIRST STREET SE, CEDAR RAPIDS IA 52401  
PO BOX 609, CEDAR RAPIDS IA 52406-0609

AGREEMENT NO.: 1761205

### CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Monterey, County of**

ADDRESS: **168 W Alisal St Fl 2nd** **Salinas, CA 93901-2438**

**VENDOR (VENDOR IS NOT OUR AGENT AND IS NOT AUTHORIZED BY US TO ACT ON OUR BEHALF OR TO WAIVE OR ALTER ANY PROVISION OF THIS AGREEMENT)**

**Precision Survey Supply** **Rancho Cucamonga, CA**

### EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

**1 Leica RTC360, 1 Leica BLK2GO, all related accessories.**

EQUIPMENT LOCATION: **351 Madison St Monterey, CA 93940-2613**

(\*PLUS TAX)

TERM IN MONTHS: **45**

PURCHASE OPTION\*: **\$12,182.57**

ONE PAYMENT OF\*: **\$27,459.95** DUE 30 DAYS AFTER THE COMMENCEMENT DATE (WHICH PAYMENT HAS ALREADY BEEN PAID BY YOU); FOLLOWED BY THREE

ANNUAL PAYMENTS OF\*: **\$31,054.96** DUE ON THE JUNE 1, 2023, JUNE 1, 2024 AND JUNE 1, 2025; AFTER WHICH, SO LONG AS YOU ARE NOT IN DEFAULT, YOU WILL HAVE THE OPTION TO PURCHASE THE EQUIPMENT FOR THE PURCHASE OPTION PRICE PRIOR TO THE END DATE (AS SUCH TERM IS DEFINED HEREIN)

### ADDITIONAL TERMS AND CONDITIONS

AGREEMENT. You want us to now pay your Vendor for the equipment and/or software referenced herein ("Equipment") and the amounts your Vendor included on the invoice to us for the Equipment for related installation, training, and/or implementation costs, and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate (the "Commencement Date"). We may charge you a one-time origination fee of \$199.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU UNDERSTAND WE ARE PAYING FOR THE EQUIPMENT BASED ON YOUR UNCONDITIONAL ACCEPTANCE OF IT AND YOUR PROMISE TO PAY US UNDER THE TERMS OF THIS AGREEMENT, WITHOUT SET-OFFS FOR ANY REASON, EVEN IF THE EQUIPMENT DOES NOT WORK OR IS DAMAGED, EVEN IF IT IS NOT YOUR FAULT.

EQUIPMENT USE. You will keep the Equipment in good working order, use it for business purposes only, and not modify or move it from its initial location without our consent. You must resolve any dispute you may have concerning the Equipment with the manufacturer or Vendor. Payments under this Agreement may include amounts you owe your Vendor under a separate arrangement (for maintenance, service, supplies, etc.), which amounts may be invoiced by us on your Vendor's behalf for your convenience.

SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

NO WARRANTY. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU HAVE ACCEPTED THE EQUIPMENT "AS-IS". YOU CHOSE THE EQUIPMENT, THE VENDOR AND ANY/ALL SERVICE PROVIDER(S) BASED ON YOUR JUDGMENT. YOU MAY CONTACT YOUR VENDOR FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER OR VENDOR IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

ASSIGNMENT. You may not sell, assign or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement or our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, the assignee will have our rights but will not be subject to any claim, defense, or set-off assertable against us or anyone else.

LAW/FORUM. This Agreement and any claim related to this Agreement will be governed by California law. Any dispute will be adjudicated in a state or federal court located in Monterey County, California. You consent to personal jurisdiction and venue in such courts and waive transfer of venue. Each party waives any right to a jury trial.

LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. We are not responsible for, and you will indemnify us against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

### APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexpended, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

### OWNER ("WE", "US", "OUR")

THIS AGREEMENT IS NON-CANCELABLE FOR THE FULL AGREEMENT TERM. THIS AGREEMENT IS BINDING WHEN WE EXECUTE THIS AGREEMENT AND PAY FOR THE EQUIPMENT.

OWNER: **GreatAmerica Financial Services Corporation**

### CUSTOMER'S AUTHORIZED SIGNATURE

CUSTOMER: **(As Stated Above)**

SIGNATURE: *Laura Surgeas* DATE: **7-20-22**

SIGNATURE: **X** DATE:

PRINT NAME & TITLE:

PRINT NAME & TITLE:

SIGNATURE: **X** DATE:

PRINT NAME & TITLE:

### Amendment

This Amendment amends that certain agreement by and between GreatAmerica Financial Services Corporation ("Owner") and County of Monterey DBA Monterey County Sheriff's Office ("Customer") which agreement is identified in the Owner's internal books and records as Agreement No. 1761205 (the "Agreement"). All capitalized terms used in this Amendment, which are not otherwise defined herein, shall have the meanings given to such terms in the Agreement. Owner and Customer have mutually agreed that the following modifications be made to the Agreement.

- 1. The section entitled "INSURANCE" is hereby deleted and replaced with the following:

"INSURANCE. You agree to either: (a) self-insure against (i) all risks of physical loss or damage to the Equipment for its full replacement value, and (ii) personal injury and damage caused by the Equipment; or (b) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and maintain comprehensive public liability insurance acceptable to us. In addition, you agree to provide us with proof of such insurance or a written statement that you are self-insured to meet your obligations hereunder no later than thirty (30) days following the commencement of this Agreement, and thereafter upon our written request. If you fail to obtain adequate insurance or fail to provide evidence of self-insurance acceptable to us as described herein within thirty (30) days of the commencement of the Agreement, We have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment; (x) We will not name you as an insured and your interests may not be fully protected; (y) You will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and may result in a profit to us through an investment in reinsurance, and (z) any insurance proceeds received will be applied, at our option, (i) to repair, restore or replace the Equipment, or (ii) to pay us the remaining balance of the Agreement plus our estimated residual value, both discounted at 3% per year. Should you choose to comply with your obligations hereunder through a plan of self-insurance, you agree that we shall enjoy rights and benefits under your program of self-insurance that are no less broad than the rights and benefits we would have enjoyed as an additional insured and loss payee under a commercial insurance program."

- 2. The following sentence is hereby added to the section entitled "DEFAULT/REMEDIES":

"You will be notified upon any event of default and given 10 days from the notification date, to cure the default prior to us exercising any and all rights we have under this paragraph."

Except as specifically modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect. If, and to the extent there is a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. A copy of this document containing your original or facsimile signature or other indication of your intent to agree to the terms set forth herein shall be enforceable for all purposes. This Amendment is not binding until accepted by Owner.

GreatAmerica Financial Services Corporation  
Owner  
By: Laura Jurgens  
Signature  
Laura Jurgens, Documentation Specialist  
Print Name & Title  
Date Accepted: 7-20-22

County of Monterey DBA Monterey County Sheriff's Office  
DocuSigned by: Customer  
By: X Im Grant  
Signature  
Deputy County Counsel  
Print Name & Title  
Date: 8/3/2022 | 3:27 PM PDT

DocuSigned by:  
By: X Gary Giboney  
Signature  
Chief Deputy Auditor-Controller  
Print Name & Title  
Date: 8/3/2022 | 3:34 PM PDT

<b>COUNTY OF MONTEREY STANDARD AGREEMENT</b>
--

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Precision Survey Supply, 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:** Leica Laser Scanner Kit, tripod, maintenance, training, etc.

**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: \$ 157,183.00

**3.0 TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from March 15, 2022 to June 30, 2027, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

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

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

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

**Exhibit B Other:**

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 or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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

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

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

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any 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:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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

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

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

**13.0 COMPLIANCE WITH APPLICABLE LAWS:**

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

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

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

**14.0 INDEPENDENT CONTRACTOR:**

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

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Arthur Curtright, Contracts Manager	Sam El-Said Owner
Name and Title	Name and Title
1414 Natividad Road, Salinas, CA 93906	8628 Utica Avenue #800, Rancho Cucamonga, CA 91730
Address	Address
(831) 755-3708	(909) 931-4040
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.

Precision Survey Supply, LLC  
 Cost: \$157,183.00

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

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

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

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY
DocuSigned by:
By: Debra R. Wilson
Contracts/Purchasing Officer
Date: 3/9/2022 | 12:48 PM PST
By:
Department Head (if applicable)
Date:

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

DocuSigned by:
By: Im Grant
County Counsel
Date: 2/22/2022 | 9:30 AM PST

Approved as to Fiscal Provisions

DocuSigned by:
By: Joey Nolasco
Auditor/Controller
Date: 2/22/2022 | 3:18 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

Precision Survey Supply, LLC.
Contractor/Business Name \*
By: [Signature]
(Signature of Chair, President, or Vice-President)
Sam El-Said, Owner
Name and Title
Date: February 17, 2022

By:
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Name and Title
Date:

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

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

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

Precision Survey Supply, LLC
Cost: \$157,183.00
Agreement ID: Term: 3/15/2022-6/30/2027

**EXHIBIT A**

**EXHIBIT A**

**To Agreement by and between  
 Monterey County Sheriff's Office, hereinafter referred to as "County"  
 AND  
 Precision Survey Supply, 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:

Provide laser scanner kit, lightweight tripod, IMS MAP 360 Pro Permanent Edition, MAP 360 Pro CCP one (1) year, mission bag, customer support, firmware maintenance, technical support, forensic training. Etc.

Point of contact for Sheriff/Coroner's Office is Detective (Det) Sergeant (Sgt) Kennedy/Swift (831) 755-3786. All quotes must be approved prior to any work or product being accomplished.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$157,183.00 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:

Product	QTY	Rate	Amount
<b>6012673</b>	1	\$78,236.65	\$78,236.65
Leica RTC360 Laser Scanner Kit			
838300 RTC360 Scan Head			
817063 GVP730, Transport Container for RTC360			
Laser Scanner and Accessories			
799191 GEB361 Lithium Ion Battery			
799187 GKL341, Charger Prof 5000. Charges up			
to 4 batteries, including power cable.			
842065 RTC360 Flash Drive - 256GB			
636767 RTC360 Rain Cover			
6013561 1 yr RTC360 Laser Scanner CCP Basic			

Precision Survey Supply, LLC.  
 Amount: \$157,183.00  
 Term: 03/15/2022 to 06/30/2027

## EXHIBIT A

<b>842066</b>	1	\$2,300.00	\$2,300.00
GST80, Lightweight Tripod for RTC360 Laser Scanner			
<b>922778</b>	1	\$6,400.00	\$6,400.00
IMS MAP 360 Pro Permanent Edition Includes Core Service CAD Includes Animation Component Includes Point Cloud Edition Service			
<b>922795</b>	1	\$1,600.00	\$1,600.00
IMS Map360 Pro Edition CCP - 1 Year Includes: - Technical support for 1 Year - Product updates for 1 Year			
<b>875578</b>	1	\$49,000.00	\$49,000.00
BLK 2 GO System Package consisting of the following 1x BLK2GO Scanner 1x BLK2GO Transportation Case 3x GEB821 Li-Ion Battery 1x GKL821 Multicharger incl. AC-Adapter 1x BLK2GO Table Stand 1x GEV287 USB C Cable 1x BLK2GO Wrist Strap 1x BLK2GO Quick Guide 1x BLK2GO QR Card 1x BLK2GO USB Documentation Card			
<b>879639</b>	1	\$184.00	\$184.00
BLK2GO Mission bag for BLK2GO scanner and scan accessories			
<b>6015965</b>	1	\$605.00	\$605.00
1 yr BLK2GO Laser Scanner CCP Basic consisting of 1 yr Customer Support 1 yr Firmware Maintenance 1 yr Technical Support			
Total			\$138,325.65
			<b>-\$16,500.00</b>
<b>PSS32234</b>	C10 Trade In Value Trade In to Include: Scan Station Scan Case -4 Batteries Charging Station(s) Miscellaneous Accessories Associated with the C10		
Total			\$121,825.65

Precision Survey Supply, LLC.  
Amount: \$157,183.00  
Term: 03/15/2022 to 06/30/2027

## EXHIBIT A

Plus tax (9.25%)	0.0925	\$121,825.65	\$11,268.87
Total			\$133,094.52

MCSO annual payments

March 2022 - June 30, 2023		\$30,000.00
July 1, 2023 - June 30, 2024		\$34,364.84
July 1, 2024 - June 30, 2025		\$34,364.84
July 1, 2025 - June 30, 2026		\$34,364.84
July 1, 2026 - June 30, 2027 – optional payment (to purchase equipment out right)		\$12,182.57

March payment to be made upon receipt of equipment, each subsequent annual payment to be made July 1<sup>st</sup> of each fiscal year.

Training will be paid once invoiced after completion of training class

On-Site Forensic Training	\$11,760.00	per class
Four (4) days total at customer site. Forensic training manuals provided to attendees. Maximum class size of eight (8). Equipment, computers and facility provided by MCSO.		

No travel, meals, incidentals, tolls, parking or other expense shall be reimbursed under 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

Invoicing may occur at any time of the month or year, following completion of an examination and receipt of a report. It is preferable to submit invoices and statements electronically to the County's invoice tracking system at:

[MCSOSheriff.Fiscal@co.monterey.ca.us](mailto:MCSOSheriff.Fiscal@co.monterey.ca.us)

If CONTRACTOR lacks the ability to use this system, hard copy invoices will be accepted via mail addressed to the following location:

## EXHIBIT A

---

Monterey County Sheriff/Coroner's Office  
Attention: Fiscal Unit Accounts Payable  
1414 Natividad Road  
Salinas, CA 93906

All invoices for services provided in June of any year should be submitted by July 15<sup>th</sup> of that year to facilitate the County's year end close.

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.

---

Precision Survey Supply, LLC.  
Amount: \$157,183.00  
Term: 03/15/2022 to 06/30/2027



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-15703**

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Agreement with Precision Survey Supply, LLC., to provide Laser Scanner equipment, training, etc. for \$157,183 from March 15, 2022 to June 30, 2027.

PASSED AND ADOPTED on this 1<sup>st</sup> day of March 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 March 1, 2022.

Dated: March 8, 2022  
File ID: A 22-073  
Agenda Item No.: 57

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

Julian Lorenzana, Deputy



# Monterey County

**Item No.51**

## Board Report

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

**Legistar File Number: RES 22-150**

**August 23, 2022**

**Introduced:** 7/27/2022

**Current Status:** Criminal Justice - Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to:

- a. Amend the Sheriff's Office Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003 to reallocate and approve the reclassification of one (1) Management Analyst III to one (1) Program Manager II as indicated in Attachment A;
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend the Sheriff's Office Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003 to reallocate and approve the reclassification of one (1) Management Analyst III to one (1) Program Manager II as indicated in Attachment A;
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

SUMMARY/DISCUSSION:

A classification study of a Management Analyst III position in the Jail Operations and Administration Unit was requested by the Sheriff's Office and approved by the Human Resources Department. The Human Resources Department contracted with the Segal Company to conduct the classification study. The objective of the study was to determine if the position is appropriately classified, and if not, to recommend a classification and salary that accurately reflects the duties currently assigned to the incumbent.

The classification study was conducted and found that the incumbent is performing duties related to strategic and operational management of rehabilitation programs (mental health and substance abuse) related to jail-based inmates and transitional community-based programs. The analysis determined that the Management Analyst III classification no longer aligns with the duties and responsibilities that the incumbent is currently performing and that it most closely aligns with the classification of Program Manager II.

Therefore, it is recommended that the Management Analyst III position be reallocated and that the incumbent be reclassified to the classification of Program Manager II.

OTHER AGENCY INVOLVEMENT:

The Board of Supervisors Budget Committee and Sheriff's 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 annualized increased cost of salary and benefits for the Sheriff's Office is estimated at \$11,542. The increased cost for FY 2022-23 is estimated at \$9,618, which will be absorbed by the Sheriff Office's adopted budget. Future year personnel costs will be included in the Office's requested budget.

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
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jovany Luna Correa, Senior Personnel Analyst  
Approved by: Irma Ramirez-Bough, Director of Human Resources

Attachment:  
Attachment A  
Resolution



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 22-150**

**August 23, 2022**

**Introduced:** 7/27/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to:

- a. Amend the Sheriff's Office Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003 to reallocate and approve the reclassification of one (1) Management Analyst III to one (1) Program Manager II as indicated in Attachment A;
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend the Sheriff's Office Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003 to reallocate and approve the reclassification of one (1) Management Analyst III to one (1) Program Manager II as indicated in Attachment A;
- b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget.

SUMMARY/DISCUSSION:

A classification study of a Management Analyst III position in the Jail Operations and Administration Unit was requested by the Sheriff's Office and approved by the Human Resources Department. The Human Resources Department contracted with the Segal Company to conduct the classification study. The objective of the study was to determine if the position is appropriately classified, and if not, to recommend a classification and salary that accurately reflects the duties currently assigned to the incumbent.

The classification study was conducted and found that the incumbent is performing duties related to strategic and operational management of rehabilitation programs (mental health and substance abuse) related to jail-based inmates and transitional community-based programs. The analysis determined that the Management Analyst III classification no longer aligns with the duties and responsibilities that the incumbent is currently performing and that it most closely aligns with the classification of Program Manager II.

Therefore, it is recommended that the Management Analyst III position be reallocated and that the incumbent be reclassified to the classification of Program Manager II.

OTHER AGENCY INVOLVEMENT:

The Board of Supervisors Budget Committee and Sheriff's Office have reviewed and concur with the recommendations. In addition, the County Employee Management Association (CEMA) has been

Legistar File Number: RES 22-150

---

provided notice of these recommendations.

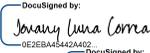
**FINANCING:**

The annualized increased cost of salary and benefits for the Sheriff's Office is estimated at \$11,542. The increased cost for FY 2022-23 is estimated at \$9,618, which will be absorbed by the Sheriff Office's adopted budget. Future year personnel costs will be included in the Office's requested budget.

**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
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared by: Jovany Luna Correa, Senior Personnel Analyst   
Approved by: Irma Ramirez-Bough, Director of Human Resources 

Attachment:  
Attachment A  
Resolution

**ATTACHMENT A**

**Reallocate Position and Reclassify Incumbent to Program Manager II  
Sheriff's Office  
Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003**

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14C31	Management Analyst III	0001	(1.0)	1.0
To	60I02	Program Manager II	0001	1.0	1.0

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

- Resolution No.: )  
 )  
 Adopts a Resolution to: )  
 a. Amend the Sheriff’s Office Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003 to reallocate and approve the reclassification of one (1) Management Analyst III to one (1) Program Manager II as indicated in Attachment A; )  
 b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2022-23 Adopted Budget. )

WHEREAS, a classification study of a Management Analyst III position in the Jail Operations and Administration Unit was requested by the Sheriff’s Office and approved by the Human Resources Department; and

WHEREAS, the Human Resources Department contracted with the Segal Company to conduct the classification study; and

WHEREAS, the study found that the incumbent’s current duties being performed no longer align with the duties of the Management Analyst III classification and most closely align with the classification of Program Manager II; and

WHEREAS, it is recommended that the Management Analyst III position be reallocated and that the incumbent be reclassified to the Program Manager II classification; NOW, THEREFORE,

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

1. The Sheriff’s Office Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003 is amended to reallocate and approve the reclassification of one (1) Management Analyst III to one (1) Program Manager II as indicated below:

<b>Reallocate Position and Reclassify Incumbent to Program Manager II</b>					
<b>Sheriff’s Office</b>					
<b>Budget Unit 2300-8238-Fund 001-Appropriation Unit SHE003</b>					
	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	14C31	Management Analyst III	0001	(1.0)	1.0
To	60I02	Program Manager II	0001	1.0	1.0

2. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2021-22 Adopted Budget.

PASSED AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 2022, 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



# Monterey County

**Item No.52**

## Board Report

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

**Legistar File Number: A 22-422**

**August 23, 2022**

**Introduced:** 7/19/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Chief Information Officer to sign a non-standard Site Lease Agreement with the Emily Gardner - Jamesburg Relay Communication Site for an amount not to exceed \$111,000, retroactive to July 1, 2022, and ending on June 30, 2042; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer or designee to execute up to two (2) future amendments, subject to County Counsel review, provided the amendments do not significantly change the scope of work and do not alter the non-standard terms of the Site Lease Agreement.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer to sign a non-standard Site Lease Agreement with the Emily Gardner - Jamesburg Relay Communication Site for an amount not to exceed \$111,000, retroactive to July 1, 2022, and ending on June 30, 2042; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer or designee to execute up to two (2) future amendments, subject to County Counsel review, provided the amendments do not significantly change the scope of work and do not alter the non-standard terms of the Site Lease Agreement.

### SUMMARY:

This non-standard Site Lease Agreement between the County of Monterey and Emily Gardner will permit the County to use space at the 1 Cachagua Road, Carmel Valley, CA location referred to as "Jamesburg Relay Communication Site," which is a vital hub for radio coverage for the County's first responders.

### DISCUSSION:

The Jamesburg Relay Communication Radio Site is a new site replacing the Roberts Knoll site. The Robert Knoll's site was sold, and the new owners asked the County to vacate this radio site pursuant to the terms of the lease. The Jamesburg Relay Site is part of the Next Generation (NGEN) radio communications system project, which provides conventional radio coverage to the Carmel Valley and Cachagua areas of Monterey County. This new radio site area provides digital radio coverage to ensure two-way radio for Monterey County Regional Fire District and the Sheriff's Office. Additionally, the Jamesburg Relay Communication Site includes a microwave radio system that connects the 2-way radio transmitters to the Mt. Toro radio site, ensuring uninterrupted connectivity to the County 9-1-1 dispatch center.

This non-standard Site Lease Agreement with Emily Gardner provides public safety and microwave communications for Carmel Valley and Cachagua. The Chief Information Officer recommends entering into this Agreement to provide analog two-way radio coverage for the County's first responders, law, fire, and ambulance services.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this agreement.

FINANCING:

The funds have been included in the FY22-23 Approved Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. Transactions relating to future fiscal years will be included in each respective Recommended Budget based upon the anticipated utilization of the services

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This radio site will provide critical radio communications for Monterey County and enhance public safety for all first responders and the communities.

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

Prepared by: Teresa Meister, Management Analyst I, 759-6938

Approved by:

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

Attachments:

Jamesburg Relay Communication Non-standard Site Lease Agreement



# Monterey County

**Item No.50**

## Board Report

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

**Legistar File Number: A 22-422**

**August 23, 2022**

**Introduced:** 7/19/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve and authorize the Chief Information Officer to sign a non-standard Site Lease Agreement with the Emily Gardner - Jamesburg Relay Communication Site for an amount not to exceed \$111,000, retroactive to July 1, 2022, and ending on June 30, 2042; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer or designee to execute up to two (2) future amendments, subject to County Counsel review, provided the amendments do not significantly change the scope of work and do not alter the non-standard terms of the Site Lease Agreement.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer to sign a non-standard Site Lease Agreement with the Emily Gardner - Jamesburg Relay Communication Site for an amount not to exceed \$111,000, retroactive to July 1, 2022, and ending on June 30, 2042; and
- b. Accept non-standard provisions as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer or designee to execute up to two (2) future amendments, subject to County Counsel review, provided the amendments do not significantly change the scope of work and do not alter the non-standard terms of the Site Lease Agreement.

**SUMMARY:**

This non-standard Site Lease Agreement between the County of Monterey and Emily Gardner will permit the County to use space at the 1 Cachagua Road, Carmel Valley, CA location referred to as "Jamesburg Relay Communication Site," which is a vital hub for radio coverage for the County's first responders.

**DISCUSSION:**

The Jamesburg Relay Communication Radio Site is a new site replacing the Roberts Knoll site. The Robert Knoll's site was sold, and the new owners asked the County to vacate this radio site pursuant to the terms of the lease. The Jamesburg Relay Site is part of the Next Generation (NGEN) radio communications system project, which provides conventional radio coverage to the Carmel Valley and Cachagua areas of Monterey County. This new radio site area provides digital radio coverage to ensure two-way radio for Monterey County Regional Fire District and the Sheriff's Office. Additionally, the Jamesburg Relay Communication Site includes a microwave radio system that connects the 2-way radio transmitters to the Mt. Toro radio site, ensuring uninterrupted connectivity to the County 9-1-1 dispatch center.

Legistar File Number: A 22-422

---

This non-standard Site Lease Agreement with Emily Gardner provides public safety and microwave communications for Carmel Valley and Cachagua. The Chief Information Officer recommends entering into this Agreement to provide analog two-way radio coverage for the County's first responders, law, fire, and ambulance services.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved this agreement.

FINANCING:

The funds have been included in the FY22-23 Approved Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. Transactions relating to future fiscal years will be included in each respective Recommended Budget based upon the anticipated utilization of the services

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This radio site will provide critical radio communications for Monterey County and enhance public safety for all first responders and the communities.

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

Prepared by: Teresa Meister, Management Analyst I, 759-6938

Approved by:

DocuSigned by:  
 Date: 8/17/2022 | 10:51 AM PDT  
747D862C7BD04AE...

Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Jamesburg Relay Communication Non-standard Site Lease Agreement

## **RADIO COMMUNICATION SITE LEASE AGREEMENT**

THIS RADIO COMMUNICATION SITE LEASE AGREEMENT (the "Agreement") is made and entered into by Emily Gardner (hereinafter "LESSOR"), and the County of Monterey, a political subdivision of the State of California (hereinafter "LESSEE").

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, LESSOR and LESSEE hereby agree as follows:

### **1. PROPERTY, PREMISES, LICENSE TO INSTALL, MAINTAIN AND OPERATE EQUIPMENT AND ACCESS TO PROPERTY:**

- a. **Property.** LESSOR is the owner of that certain real property in the County of Monterey, State of California, described herein as Jamesburg Relay Communication Site, and located at 58 Asoleado Dr, Carmel Valley, CA 93924, having a tax assessor number of 417-111-009-000, as further outlined in Exhibit A attached hereto and incorporated herein by reference (hereinafter "Property").
- b. **Premises, License to Install, Maintain and Operate Equipment.** LESSOR hereby grants to LESSEE a license to install, maintain, and operate the radio communication Equipment (as such term is defined in Section 2 below) as shown in the "Site Plan" attached hereto as Exhibit B and described in the "Equipment List" attached hereto as Exhibit C. Such license is restricted exclusively to the installation, maintenance, and operation of the Equipment consistent with the specifications and in the locations identified in Exhibit B and Exhibit C (the "Premises").
- c. **Access to Property.** Subject to the requirements as set forth in Section 3 and Section 6 below, LESSEE shall have the non-exclusive right for pedestrian and vehicular ingress to and egress from the Property over the designated access area to the Property as described in Exhibit A, seven (7) days a week, twenty-four (24) hours a day, for the purposes of installing, maintaining, operating and repairing the Equipment, together with a license to install, maintain and operate and repair utility lines, wires, cables, conduits, lines, pipes or any other means of providing utility service, including electric and telephone service, to the Premises. LESSOR shall maintain the access area. LESSEE shall obtain advance written clearance from LESSOR, not to unreasonably withheld, for any underground excavation or construction.
- d. **Subject to Permit Limitations.** The LESSOR's obligations to provide LESSEE a license and access are subject to any limitations thereon imposed by the LESSEE's planning and CEQA documents, the Federal Communication Commission (FCC), Monterey County Planning and Building Department, the Regional Water Quality Control Board, and the Local Enforcement Agency or any other regulatory authority with jurisdiction over the Property or telecommunications facilities.

### **2. EQUIPMENT AND USES:**

- a. **Equipment Defined.** Subject to the terms of this Agreement, LESSEE may use the Premises at the Property to install, operate and maintain the radio communications equipment and antennae and other appurtenant and incidental equipment, including, but not limited to, LESSEE's cables, wires, conduits, pipes, radios, radio shelter or cabinet, generator, and related transmission and reception hardware and software, and other personal property (hereinafter the "Equipment"), and to install, maintain, replace and repair wires, cables, conduits and pipes from the Premises to the nearest

appropriate utilities provider.

- b. Permitted Uses. All such Equipment shall be installed above ground excepting wires, cables, conduits, and pipes necessary to connect to utility providers (including communications provider fiber optic cables), which may be installed below ground in accordance with Section 1, above. LESSEE shall transmit and receive only within the FCC licensed frequency ranges and at the power levels specified herein.
- c. Maintenance and Identification. All Equipment to be installed under this Agreement shall be clearly marked by LESSEE with its identifying information which shall include the identity and phone number of LESSEE's emergency contact, FCC license number, and the transmitting and receiving frequencies of the Equipment. LESSEE shall maintain all such Equipment and related improvements in good condition and repair.

### **3. IMPROVEMENTS ON THE PREMISES, PERFORMANCE OF WORK AND UTILITIES:**

- a. Initial Installation and Maintenance of Equipment. LESSEE accepts the Premises in an "as is" condition. LESSEE shall have the right to finance and construct approved Equipment and related improvements on the Premises at LESSEE's sole cost and expense. LESSOR hereby consents to and approves of LESSEE's initial installation of Equipment at the Premises, as depicted on Exhibit B and Exhibit C attached hereto, including installation of an entry port on the shelter. LESSEE agrees to provide to LESSOR structural analysis, equipment lists, material lists, CAD drawings, and any other technical report in its possession as requested by the LESSOR. The site currently operates under a storm water pollution and prevention plan. Therefore, this project shall conform to all legal, regulatory and permit requirements beginning with construction and extending to project termination when all of the equipment is removed. Following the construction and initial installation of LESSEE's Equipment, LESSEE may thereafter, at its sole cost and expense, perform construction, maintenance, repairs and like-for-like replacements of its Equipment, as necessary, and appropriate for its ongoing business, subject to the terms of this Agreement, including, without limitation, this Section 3.
- b. Modifications to Equipment. LESSEE shall apply to make Modifications (as such term is defined below) to its Equipment by submitting all plans to LESSOR for LESSOR's prior approval, not to be unreasonably withheld, including geotechnical reports, foundation recommendations, structural analysis, specifications, working drawings and other information reasonably required by the LESSOR in connection with a proposed Modification, and LESSEE will be liable for the cost thereof. Any approved Modification shall be evidenced by an amendment to this Agreement. For the purposes of this Agreement, a "Modification" shall mean: (i) any change (including upgrade) to the Equipment as specified herein; (ii) any alterations in the frequency ranges or Federal Communications Commission ("FCC") licensed allocation or power levels; (iii) any addition of Equipment or occupation of additional space, or relocation of Equipment on the tower or on the ground, or relocation of ground space or equipment shelter space; or (iv) any repair to the Equipment that affects tower loading capacity.
- c. LESSOR's Improvements. LESSOR retains the right to make any improvements to the Premises and Property as reasonably deemed necessary by the LESSOR. Said improvements shall not be inconsistent with the LESSEE's use of the Premises. Nothing contained in this Agreement shall be deemed or construed in any way to limit the LESSOR's authority to exercise any right or power concerning the utilization of the Premises and Property. LESSEE's use of the Premises shall be subordinate to the LESSOR's use of the Property. LESSOR shall notify LESSEE of any intended

use of the Property by the LESSOR which may be reasonably expected to affect LESSEE's use of the Premises and any such use shall not be inconsistent with nor interfere with LESSEE's use of the Premises. Such notification shall be provided by the LESSOR to the LESSEE at least 5 business days in advance of activity that may impact or interfere with LESSEE's use of the Premises.

- d. Utilities. LESSEE shall pay for all electricity and other utilities it uses. If separate metering is unavailable, LESSEE shall pay a reasonable pro rata share of such costs representing its usage.
- e. Co-Location Lease Rights. Subject to the written approval of the LESSEE not to be unreasonably withheld, the LESSOR may lease space on the communications tower and Premises to additional telecommunications providers. Prior to granting approval for additional leases, LESSEE may request a reasonable assessment of the proposed activities to ensure additional uses do not impinge on the LESSEE's activities. LESSOR shall ensure that all additional lessee's telecommunication operations are consistent with the standards set forth in this Agreement and that appropriate governmental approvals are received.

#### 4. GOVERNMENTAL APPROVALS:

- a. Lessee's Performance Contingent on Approvals. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining, after the execution date of this Agreement, all of the certificates, permits and other approvals relating to the presence and operation of the Equipment at the Premises (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, including all applicable FCC requirements. This requirement includes any necessary construction, building or use permits and compliance with any progress inspections that may be required by any regulatory body. In the event that any of such applications for such Governmental Approvals should be finally rejected through no fault of LESSEE or any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority through no fault of LESSEE so that LESSEE in its sole discretion will be unable to use the Premises for its intended purposes or the LESSEE determines that the Premises are no longer technically compatible for its intended use, LESSEE shall have the right to terminate this Agreement. Notice of the LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by the LESSEE. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each party to the other hereunder. Otherwise, all the parties shall have no further obligations, including the payment of money, to each other.

#### 5. INTERFERENCE:

- a. Interference to LESSEE's Operations. LESSOR agrees that neither LESSOR nor LESSOR's other users of the Property or property adjacent to the Property controlled or owned by LESSOR, whose communications equipment is installed or modified subsequently to LESSEE's Equipment ("Subsequent Use"), shall permit their communications equipment to interfere with LESSEE's permitted transmissions or reception. In the event that LESSEE experiences Radio Frequency ("RF") interference caused by such Subsequent Use, LESSEE shall notify LESSOR in writing of such RF interference and LESSOR shall cause the party whose Subsequent Use is causing said RF interference to reduce power and/or cease operations in order to correct and eliminate such RF interference within seventy-two (72) hours after LESSOR's receipt of such notice. In the event LESSOR is notified of any RF interference experienced by LESSEE alleged to be caused by a Subsequent Use, the entity responsible for the Subsequent Use shall be obligated to perform (or

cause to be performed) whatever actions are commercially reasonable and necessary at no cost or expense to LESSEE to eliminate such RF interference. LESSOR further agrees that any licenses or other agreements with third parties for a Subsequent Use will contain provisions that similarly require such users to correct or eliminate RF interference with LESSEE's operation of its Equipment following receipt of a notice of such interference.

**6. AUTHORIZED PERSONS, NOTICE RELATING TO ACCESS, PERMITS AND APPROVALS:**

- a. Authorized Persons. LESSEE's right of access shall be limited to authorized employees, contractors or subcontractors of LESSEE, or persons under their direct supervision.
- b. Permits, Authorizations and Licenses. LESSEE shall be solely responsible for obtaining and maintaining, at its own expense, all permits, authorizations, and licenses associated with its occupancy of Premises at the Property and utilization of Equipment thereon and shall promptly provide copies thereof to LESSOR.
- c. Zoning Approval. LESSEE must provide LESSOR with copies of any zoning application or amendment that LESSEE submits to the applicable zoning authority in relation to its installation or modification of Equipment at the Property. LESSOR reserves the right to require reasonable revisions to any such zoning application or amendment. LESSOR also reserves the right, prior to any decision by the applicable zoning authority, to approve or reject any conditions of approval, limitations or other obligations that would apply to the owner of the Property, or any existing or future Property licensee, as a condition of such zoning authority's approval; provided, however, LESSOR shall not unreasonably withhold or delay approval of any such conditions of approval, limitations or other obligations. LESSEE agrees that any Modification, or change in use of the Premises, as approved herein, may require an amendment hereto which may entitle LESSOR to additional compensation. LESSEE shall be solely responsible for all costs and expenses associated with (i) any zoning application or amendment submitted by LESSEE, (ii) making any improvements or performing any other obligations required as a condition of approval with respect to same and (iii) any other related expenses.

**7. LEASE FEE AND OTHER CHARGES:**

LESSEE shall pay the first Lease Fee within sixty (60) days after the Commencement Date (as such term is defined in Section 8 below). The Lease Fee shall be made payable by check to (need not be sent certified): Emily Gardner. For all subsequent years during the lease term, the LESSOR shall provide a written invoice to LESSEE prior to each anniversary of the Commencement Date. The County shall certify the invoice 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; provided, however, LESSOR's failure to submit any invoice in accordance herewith shall not be construed as a waiver of any right thereto.

**8. TERM OF AGREEMENT:**

- a. Term defined. The term of this Lease (“Lease Term”) shall be for twenty (20) years, commencing on July 01, 2022 (“Lease Commencement”) and ending on June 30, 2042, with rights of extension of the Lease Term as set forth in Section 10 below. Terms call for an annual escalator of 3%.

Fiscal Year 2022/2023	Fiscal Year 2023/2024	Fiscal Year 2024/2025	Fiscal Year 2025/2026	Fiscal Year 2026/2027	Fiscal Year 2027/2028	Fiscal Year 2028/2029	Fiscal Year 2029/2030	Fiscal Year 2030/2031	Fiscal Year 2031/2032
\$4,120	\$4,244	\$4,371	\$4,503	\$4,638	\$4,777	\$4,920	\$5,068	\$5,220	\$5,376
Fiscal Year 2032/2033	Fiscal Year 2033/2034	Fiscal Year 2034/2035	Fiscal Year 2035/2036	Fiscal Year 2036/2037	Fiscal Year 2037/2038	Fiscal Year 2038/2039	Fiscal Year 2039/2040	Fiscal Year 2040/2041	Fiscal Year 2041/2042
\$5,537	\$5,704	\$5,875	\$6,051	\$6,232	\$6,419	\$6,612	\$6,810	\$7,015	\$7,225

- b. Notice of termination. This Lease may be canceled by either party at any time upon providing ninety (90) days advance written notice to the other party. Upon providing termination notice to County, or upon receiving termination notice from County, Lessee shall remove its electronic equipment and improvements from the facilities by expiration of the ninety (90) day notice period.
- c. Effect of termination. Nothing in this section restricts County’s right to remove Lessee’s electronic equipment and/or improvements earlier than ninety (90) days, in its sole discretion, as set forth in this Agreement. Termination of this Lease does not terminate Lessor’s duty to defend, indemnify and hold County harmless, Lessor’s obligation to maintain sufficient insurance, nor Lessor’s obligation to repair and replace any damage to County’s facilities and telecommunications equipment, as provided in this agreement.

**9. FISCAL OUT CLAUSE:**

- a. Special Right to Terminate. Notwithstanding any other provisions of this Agreement, LESSEE may, at its sole option, terminate this Agreement by providing at least thirty (30) days prior written notice to LESSOR. Such termination shall be without penalty to LESSEE. Such right of termination shall not be construed so as to permit LESSEE to terminate this Agreement in order to lease other premises for a similar purpose in the same general area.

**10. OPTION TO EXTEND:**

- a. Option to Extend. At the option of LESSEE, this Agreement may be extended for one (1) additional five (5) year term (“First Extended Term”) on terms consistent with those herein, and upon the expiration of the First Amended Term, the LESSEE may renew the Lease for a second additional five (5) year term (“Second Extended Term”). LESSEE shall give LESSOR advance written notice of its intent to exercise its option to extend ninety (90) days prior to expiration of the initial Lease Term or the First Extended Term as applicable.

**11. ASSIGNMENT:**

- a. Restrictions on Assignment. Neither this Agreement nor any rights hereunder shall be sold, transferred, or assigned by the LESSEE without the written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed, unless the assignment is to a non-governmental agency, in which case LESSOR may refuse to consent to the assignment at its

reasonably exercised discretion. Any such approved assignment shall be evidenced by a form provided by LESSOR and executed by LESSOR, LESSEE, and the assignee. Notwithstanding the above, LESSEE may assign this Agreement, without written consent by LESSOR upon one hundred eighty (180) days prior written notice to LESSOR, to LESSEE's principal, or any wholly owned subsidiary of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition, or other business reorganization, or to another government or quasi-government entity. LESSEE shall not share the use of its Equipment with any non-governmental third party.

**12. NOTICES:**

- a. Notice in Writing. Any demand or notice which either party shall be required, or may desire, to make upon or give to the other hereunder shall be in writing and shall be delivered (i) by established express delivery service which maintains delivery records, (ii) personally upon the other, or (iii) by prepaid certified or registered mail, return receipt requested. All notices shall be effective upon receipt, or upon attempted delivery if delivery is refused. The notices shall be sent to the parties at the following addresses:

To LESSEE:

County of Monterey  
Department of Information Technology  
Attn: Radio Manager  
1590 Moffett Street  
Salinas, CA 93905

To LESSOR:

Emily Gardner  
910 W. Carmel Valley Road  
Carmel Valley, CA 93924

- b. Modifications Permitted on Notice. Either party may, from time to time, designate any other address for this purpose by written notice to the other party. Either party for general communication may use telephone, email, or facsimile.

**13. ACKNOWLEDGMENT OF TITLE:**

- a. No Ownership Interest in Premises. It is understood and agreed that LESSEE, by the acceptance of this Agreement and by the use or occupancy of said Premises, has not acquired and shall not acquire hereafter any property rights or interest in or to said Premises (other than the leasehold interest granted herein), and LESSEE may use the Premises only as herein provided. LESSEE shall not have, nor will it obtain, any right or claim to the continued use of said Premises beyond that specifically given in this Agreement. LESSOR covenants that LESSEE, on paying the Lease Fee and performing all the terms, covenants, and conditions of this Agreement, shall peaceably and quietly have, hold and enjoy the Premises, subject to the terms, covenants and conditions set forth herein. LESSOR covenants that LESSOR has full power and authority to enter into and perform this Agreement and to grant the rights granted to LESSEE hereunder, subject to the terms, covenants and conditions set forth herein.

**14. REPAIRS:**

- a. LESSEE Responsible. LESSEE shall be responsible for all maintenance and repairs of LESSEE's Equipment, and LESSEE shall keep its installation, including but not limited to, fencing and screening, in good, neat and clean condition in conformity with the standards of the local governing body regulations and the Site Rules. LESSEE shall be responsible for the timely repair of all damage to the Premises and Property caused by the negligence or willful misconduct of LESSEE, its employees, agents, or business vendors.

**15. INSPECTION:**

- a. LESSOR's Inspection Rights. The LESSOR shall have the right at all times to enter upon said Premises to inspect the Equipment and determine if said use is to the satisfaction of LESSOR; provided, however, that LESSOR shall not alter, adjust, move, disrupt, or otherwise affect the operation of the LESSEE's Equipment, except as LESSOR may otherwise be permitted as set forth herein. If LESSOR alters, adjusts, moves, disrupts, or otherwise affects the operation of LESSEE's Equipment during the inspection in such a manner to cause damage to LESSEE's Equipment, LESSOR shall be liable for the actual, direct damages to the Equipment.

**16. INSURANCE AND INDEMNIFICATION:**

- a. Insurance Requirements. LESSEE, at LESSEE'S own expense throughout the Term of this agreement, as extended, shall comply with the insurance requirements attached hereto as Exhibit D and incorporated by reference herein. In the event that LESSEE is self-insured in any or all of the aforementioned insurance areas, a letter certifying that LESSEE is lawfully self-insured shall be furnished upon request of the LESSOR prior to execution of this Agreement, or during the term of the Agreement.
- b. Proof of Insurance. Upon the request of the LESSOR, the LESSEE shall deposit with LESSOR evidence of insurance or self-insurance in forms reasonably satisfactory to LESSOR, indicating compliance with the insurance provisions of this Agreement. LESSEE shall keep the insurance or self-insurance in effect throughout the Term of the Agreement, and as the same may be extended.
- c. Indemnification. LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, occurring within the Premises and arising out of the installation, operation, or maintenance of the Equipment on the Premises by the LESSEE, excepting however, such claims and demands for injuries to persons or loss of life, or damage to property, caused by acts or omissions of the LESSOR. LESSOR, during the term hereof, shall indemnify and hold harmless the LESSEE from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, occurring within the Premises and arising out of the fault or negligence of the LESSOR.

**17. CONDEMNATION AND CASUALTY:**

- a. Rights of the Parties. If any part of the Property shall be condemned or taken under the power of eminent domain, LESSOR and LESSEE shall be entitled to assert their respective claims in accordance with applicable state law.

- b. Casualty. In the event that the Property, or any part thereof, is damaged by fire or other casualty not caused by LESSEE, LESSOR shall have ninety (90) days from the date of damage, if the damage is less than total destruction of the Property, in which to make repairs, and one hundred eighty (180) days from date of destruction, if the Property (including the tower structure) is destroyed, in which to replace the destroyed portion of the Property. If LESSOR fails for any reason to make such repair or restoration within the stipulated period and the damage or destruction effectively precludes LESSEE's use of the Property as authorized under this Agreement, then either party may, at its option, terminate this Agreement without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, LESSEE's use of the Property is interrupted due to casualty, in addition to the aforementioned termination right, LESSEE's sole remedy shall be abatement of the Lease Fee for the period during which LESSEE's use of the Property is interrupted.
- c. Force Majeure. Except with regard to repair of the Property as stated in this Section 18, LESSOR shall not be responsible for any damage caused by vandalism or acts of God. In no event shall LESSOR be liable to LESSEE for damage to the Equipment or interruption or termination of LESSEE's operations caused by forces majeure or acts of God.

#### **18. USE OF HAZARDOUS CHEMICALS:**

- a. LESSEE'S Duties. LESSEE must inform LESSOR if it will house batteries or fuel tanks at the Property. The use of any other hazardous chemicals at the Property requires LESSOR's prior written approval. LESSEE agrees to provide to LESSOR no later than each January 15th, an annual inventory of its hazardous chemicals at the Property. Upon LESSEE'S request, LESSOR shall supply copies of any "Phase I" environmental investigation reports in its possession for the Property, unless such delivery is prohibited by agreement with a third party. LESSEE may commission any "Phase I" environmental assessments at its own expense and shall provide copies of reports based on such studies to LESSOR. "Phase II" environmental assessments must be approved by LESSOR prior to initiation and a Phase II Environmental Investigation Access Agreement must be executed if LESSEE will use its contractor to perform the study. Notwithstanding the foregoing, the performance of any environmental study at the Property is subject to any restrictions in the Prime Lease.

#### **19. CONDITION OF PREMISES UPON TERMINATION, HOLDOVER:**

- a. Duties on Termination. Within ninety (90) days after termination or expiration of this Agreement, LESSEE at its sole cost and expense shall remove all of LESSEE's Equipment from the Premises to the extent reasonably requested by LESSOR and restore the Premises as nearly as possible to the condition in which it existed immediately prior to the Commencement Date, including, but not limited to, removing rooftop mounts and tie downs (if applicable), electrical conduits, cabling and switches, whether underground or above-ground, reasonable wear and tear excepted.
- b. Duties on Expiration or Termination. Should LESSEE's Equipment remain at the Property after the expiration or termination of this Agreement, no tenancy or interest in the Property shall result, but this "holding over" shall be an unlawful detainer and all such Equipment shall be subject to immediate removal. LESSEE shall, upon demand, pay to LESSOR, as a holdover fee, a sum equal to one-eighth (1/8) the annual Lease Fee (based on the amount of the Lease Fee at the time of said expiration or termination, for each month during which LESSEE shall "holdover" at the Property after the expiration or termination of this Agreement.

**20. TAXES:**

- a. Division of Taxes. LESSEE shall pay all personal property taxes assessed against the LESSEE's personal property that is located within the Property. LESSOR shall pay all real property taxes and all other fees assessed against the LESSOR's premises or LESSOR's personal property or improvements thereon owned and maintained by the LESSOR.

**21. DEFAULT, LESSOR'S REMEDIES:**

- a. Notice of Default. Notwithstanding any other provision to the contrary contained herein this Agreement, in the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, then the LESSOR shall give LESSEE written notice of such default.
- b. Opportunity to Cure. After receipt of such written notice, the LESSEE shall have ten (10) days to cure any monetary default and thirty (30) days to cure any non-monetary default (i.e., a default not related to timeliness of payments), provided that such thirty (30) day period will be extended as required if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this Section 21.
- c. Remedy on Termination after Default. In the event that LESSEE fails to cure a default within 30 days or as otherwise provided in this section, LESSOR may take possession of the Premises and remove all LESSEE improvements from the Premises in accordance with applicable laws. LESSOR shall invoice LESSEE, which invoice shall be accompanied by all supporting documentation for such time and costs and for any reasonable staff time related to removal of equipment resulting from default after LESSEE's receipt of written notice and opportunity to cure as defined in this section.

**22. GOVERNING LAW AND VENUE:**

- a. Choice of Law and Venue. The laws of the State of California, regardless of conflict of law principles, shall govern this Agreement. The duties and obligations of the parties created hereunder are performable in Monterey County, and the Superior Court of California, County of Monterey, shall be the sole and exclusive venue for any action or proceeding that may be brought or arise by reason or connection with this Agreement.

**23. SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT:**

- a. Subordination. Subject to Section 23(b) below, this Agreement and LESSEE's rights hereunder are and will be subject and subordinate in all respects to: (i) any and all mortgages, deeds of trust or other deeds, and any similar security agreements that encumber the Property to secure the debt of LESSOR (collectively, "Security Instrument") from LESSOR in favor of any and all lenders, creditors, indenture trustees and similar parties (collectively, "Lender") insofar as the Security Instrument affects the property of which the Property forms a part; (ii) any and all advances to be

made thereunder; and (iii) any and all renewals, extensions, modifications, consolidations and replacements thereof. Said subordination is made with the same force and effect as if the Security Instrument had been executed prior to the execution of this Agreement.

- b. Non-Disturbance. The subordination described in Section 23(a) is conditioned upon the agreement by Lender that, so long as this Agreement is in full force and effect and LESSEE is not in material default (beyond applicable notice and cure periods) hereunder, Lender, for itself and on behalf of its successors in interest, and for any person acquiring title to LESSOR's interest in the real property of which the Property forms a part (an "Acquiring Party") through a Conveyance (as such term is defined in Section 23(c) below), agrees that the right of possession of the Property and all other rights of LESSEE pursuant to the terms of this Agreement shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument.
- c. Liability of Parties. LESSEE and LESSOR agree (i) that any exercise by a Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Property and any other transfer, sale or conveyance of the LESSOR's interest in the property of which the Property forms a part under peril of foreclosure or similar remedy, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure or similar remedy ("Conveyance") shall be made subject to this Agreement and the rights of LESSEE hereunder and (ii) that the parties shall be bound to one another and have the same remedies against one another for any breach of this Agreement as LESSEE and LESSOR had before such Conveyance; provided, however, that Lender or any Acquiring Party shall not be liable for any act or omission of LESSOR or any other predecessor-in-interest to Lender or any Acquiring Party. LESSEE agrees that Lender may join LESSEE as a party in any action or proceeding to foreclose, provided that such joinder is necessary to foreclose on the Security Instrument and not for the purpose of terminating this Agreement.
- d. Attornment. LESSEE agrees that, upon receipt by LESSEE of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, (i) LESSEE shall not seek to terminate this Agreement and shall remain bound under this Agreement, and (ii) LESSEE shall attorn to, accept and recognize Lender or any Acquiring Party as the licensor or lessor hereunder pursuant to the provisions expressly set forth herein for the then remaining balance of the Term of this Agreement and any extensions or expansions thereof as made pursuant hereto. LESSEE agrees, however, to execute and deliver, at any time and from time to time, upon the request of Lender or any Acquiring Party any reasonable instrument which may be necessary or appropriate to evidence such attornment.

#### **24. COMPLIANCE WITH LAWS:**

- a. Agreement to Obey all Laws. LESSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the FCC, the Federal Aviation Administration (the "FAA"), and the Occupational Safety and Health Administration ("OSHA").

#### **25. RF EMISSIONS COMPLIANCE AND RF EXPOSURE:**

- a. Compliance. LESSEE is aware of its obligation to comply with all applicable rules and regulations of

the FCC pertaining to RF emissions standards, as well as applicable rules and / or regulations of any other federal or state agency (including but not limited to OSHA) having jurisdiction over the installation, operation, maintenance, and / or working conditions involving RF emissions and / or safety and work standards performed on or near communication towers and antennas. LESSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation, and maintenance of its Equipment and for repairs to its Equipment at the Premises. LESSEE will immediately remedy its operations to comply with such laws, rules, and regulations as they apply to its operations and / or the operations of all licensed users at the Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards.

- b. Duty to Mitigate. LESSEE agrees to reduce power or suspend operation of its Equipment if necessary and upon reasonable notice to prevent exposure of workers or the public to RF radiation in excess of the then-existing regulatory standards.

## 26. LIENS:

- a. No Liens. LESSEE shall keep the Premises, the Property and any interest it or LESSOR has therein free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of LESSEE, including any mortgages or other financing obligations, and shall discharge any such lien filed, in a manner satisfactory to LESSOR, within thirty (30) days after LESSEE receives written notice from any party that the lien has been filed.

## 27. MISCELLANEOUS:

- a. Prior Agreement Superseded. This Agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties, and revokes and supersedes all other oral or written offers, negotiations, and other agreements between the parties, concerning the subject matter contained herein.
- b. Amendments. This Agreement may be amended or modified only by an instrument in writing signed by the LESSEE and the LESSOR.
- c. Integration. This Agreement, including the exhibits, represent the entire Agreement between the LESSEE and LESSOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the LESSEE and LESSOR as of the effective date of this Agreement, which is the date of later execution.
- d. No Waiver. No provision of this Agreement will be deemed to have been waived by either party unless the waiver is in writing and signed by the party against whom enforcement is attempted. No custom or practice which may develop between the parties in the administration of the terms of this Agreement shall be construed to waive or lessen any parties' right to insist upon strict performance of the terms of this Agreement. The rights granted in this Agreement are cumulative of every other right or remedy that the enforcing party may otherwise have at law or in equity or by statute, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.
- e. Non-exclusive Agreement. This Agreement is non-exclusive and both LESSEE and LESSOR expressly reserve the right to contract with other entities for the same or similar services subject to the terms of this Agreement.

- f. Authority. Any individual executing this Agreement on behalf of the LESSEE, or the LESSOR 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.
- g. Successors and Assigns. Subject to any provision hereof restricting assignment or subletting by LESSEE, this Agreement shall bind the parties, their personal representatives, successors, and assigns.
- h. Severability. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be deemed valid and enforceable to the fullest extent permitted by law. The parties agree to promptly renegotiate in good faith any provision held to be invalid or unenforceable under this section.
- i. Time is of the Essence. Time is of the essence in each and every provision of this Agreement.

LESSOR:

DocuSigned by:

*EMILY GARDNER*

53002F431D3E4C4...

By: Emily Gardner

Title: Owner

Date: 7/21/2022 | 11:13 PM PDT

LESSEE:

By: Eric A. Chatham

Title: Chief Information Officer

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

COUNTY COUNSEL:

DocuSigned by:

*Samuel Beiderwell*

61542069561440E...

By: Samuel Beiderwell

Title: Deputy County Counsel

Date: 7/22/2022 | 9:14 AM PDT

AUDITOR-CONTROLLER:

DocuSigned by:

*Gary Giboney*

D3834BFEC1D8449...

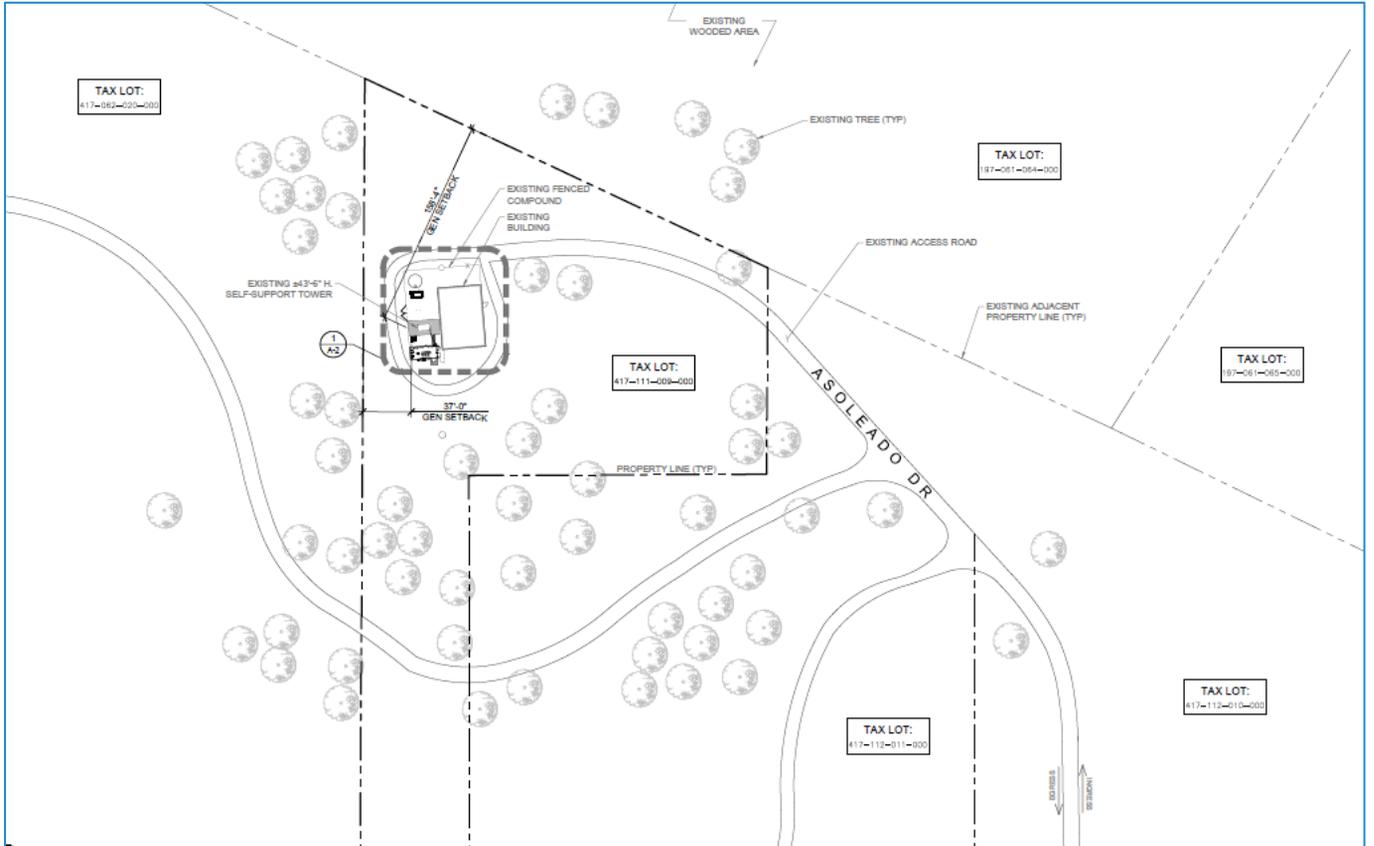
By: \_\_\_\_\_

Date: 7/22/2022 | 9:25 AM PDT

EXHIBIT "A" TO  
RADIO COMMUNICATION SITE  
LEASE AGREEMENT  
LEGAL DESCRIPTION OF  
PROPERTY

The land referred to is situated in the State of California, County of Monterey, in the unincorporated area, with a situs address of 58 Asoleado Dr, Carmel Valley, CA 93924 currently owned by Gardner, Emily S, having a tax assessor number of 417-111-009-000 and being the same property more fully described as PORS of SECS 27 33 & 34 T17 R3 EXC Scenic Easement to MTY S B E #310-27-1 13.484 AC and described in document number 14600 Dated 04/15/2019 and recorded 04/16/2019.

# EXHIBIT B TO RADIO COMMUNICATION SITE LEASE AGREEMENT SITE PLAN



## EXHIBIT C TO RADIO COMMUNICATION SITE LEASE AGREEMENT

### EQUIPMENT LIST

Rack 1 (Monterey County)

RU		
1	24V/12V PDU	
2		
3		
4	2U Cable Manager	
5		
6		
7	Receiver Multicoupler	
8		
9		
10		
11		
12		
13	Harris Mastr III VHF County Law	V e r t i c a l
14		
15		
16		
17		
18		
19	Harris Mastr III VHF County Fire	
20		
21		
22		
23		C a b l e
24		
25	Harris Mastr III VHF County Interop	
26		
27		
28		
29		
30		
31		
32		
33		M a n a g e r
34		
35		
36		
37	VHF 4CH Transmit Combiner or duplexer	
38		
39		
40		
41		
42		
43		
44		
45		

Rack 2 (Monterey County)

RU		
1	Siteboss	
2		
3	2U Cable Manager	
4		
5		
6	Loxex IP NVR	
7		
8		
9		
10		
11		
12	48v to 12v Power Converter	V e r t i c a l
13		
14	48v to 24v Power Converter	
15		
16		
17	48V PDU	
18		
19	Adtran Atlas 550 T1 to DS0 Channel Bank	
20		
21		
22		
23	Cisco ASR920 Router	
24		
25		
26	Aviat INUe (11GHz)	
27		
28		
29	T1 Patch Panel	
30		
31		M a n a g e r
32	Eltek 48v Rectifier	
33		
34		
35		
36	Battery Bank 1	
37		
38		
39		
40		
41		
42		
43	Battery Bank 2	
44		
45		

Rack 3 (Monterey County)

RU		
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20	VHF duplexer	V e r t i c a l
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		C a b l e
31		
32		
33		
34		
35		
36		
37	VHF duplexer	
38		
39		
40		
41		
42		
43		
44		
45		

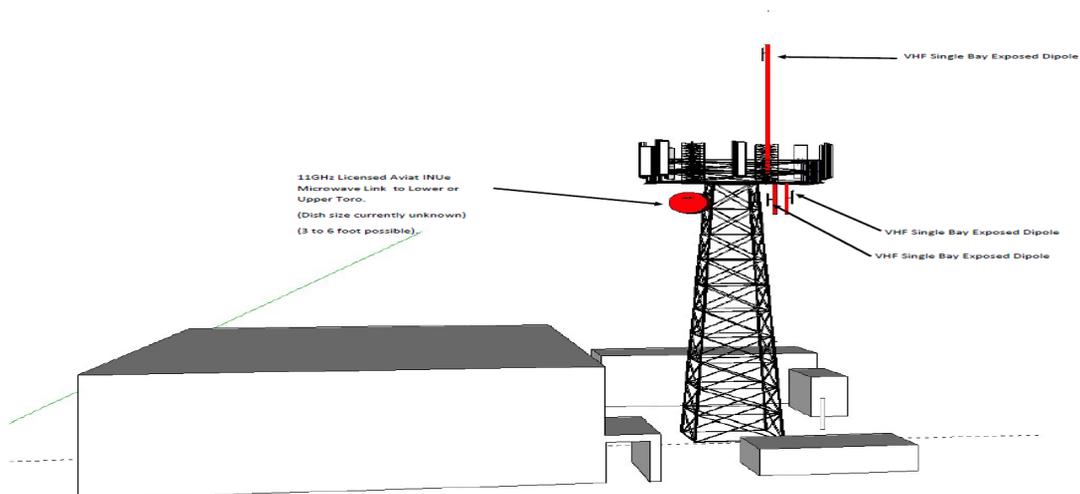


EXHIBIT D TO  
RADIO COMMUNICATION SITE LEASE AGREEMENT

Before the commencement of work by Lessee on the Site, Lessee shall submit Certificates of Insurance and Endorsements evidencing that Lessee has obtained the following forms of coverage and minimal amounts specified:

A. MINIMUM SCOPE OF INSURANCE

- 1) General Liability. Either Comprehensive General Liability Insurance or Commercial Liability Insurance or Self Insurance that is permitted and licensed by the State of California
- 2) Automobile Liability Insurance. Either commercial auto insurance offered by insurance carriers licensed to sell auto liability insurance in California or Self Insurance that is permitted and licensed by the State of California.
- 3) Workers' Compensation and Employer Liability Insurance. Either standard insurance offered by insurance carriers or self-insurance that is permitted and licensed by the State of California.
- 4) Professional Liability Insurance. Either Self Insurance or standard coverage offered by insurance carriers, but only when the contract involves professional services such as engineering architectural, legal, accounting, instructing, consulting, medical, and other professional services.
- 5) Contractors Pollution Liability. Either standard insurance offered by insurance carriers or Self Insurance that is permitted and licensed by tile State of California.
- 6) Waiver of Subrogation. Lessee's comprehensive general liability insurance or commercial liability insurance (if Lessee maintains either comprehensive general liability insurance or commercial liability insurance), automobile liability insurance (if Lessee maintains automobile liability insurance), worker's compensation insurance (if Lessee maintains worker's compensation insurance), and umbrella insurance policy (if Lessee maintains an umbrella insurance policy) shall provide a waiver of subrogation, in favor of Lessor.

B. MINIMUM LIMITS OF INSURANCE

- 1) General Liability. At least \$2,000,000 combined single limit per occurrence coverage for bodily injury, personal injury, and property damage, plus an annual aggregate of at least \$2,000,000; an umbrella policy may be used to attain such minimum coverage.
- 2) Automobile Liability. Policy limits shall be at least S combined single limit for bodily injury and property damage for autos used by Lessee to fulfill the requirements of this contract.
- 3) Workers' Compensation and Employer's Liability.

Workers' Compensation and Employer's Liability. Workers' Compensation insurance at statutory limits and Employer's Liability insurance each with policy limits of at least \$1,000,000 for bodily injury or disease.

- 4) Professional Liability Insurance (Only applies when contracting for professional services). Professional liability insurance covering Lessee's negligent acts or omissions (for professional services in connection with this Site Lease Agreement) shall be provided in an amount of at least \$1,000,000 per occurrence or \$1,000,000 on a claims made basis. Such professional liability insurance shall contain a one (1) year extended reporting period. If during the contract period or within two years after the contract has expired or terminated, Lessee terminates professional liability insurance, Lessee shall promptly notify Lessor of its decision to terminate coverage, and then purchase an extended claims reporting provision that covers liability claims that may be filed within two years after work under this contract has been completed.
- 5) Contractors Pollution Liability. Contractors' pollution liability insurance shall be provided on claims made basis in an amount of \$2,000,000, \$2,000,000 total all claims. Contractor's pollution liability insurance shall be limited to environmental damages that occur as a result of Lessee's own actions that directly cause environmental damage (after the Effective Date) and not from, among other things, (i) any preexisting conditions (preexisting the Date), and/or (ii) actions of Lessor and/or others (actions of the Lessor and/or others prior to the Effective Date or at any time on and/or after the -Effective Date). Such contractor's pollution liability insurance shall contain a thirty (30) day extended reporting period.
- 6) Self-Insurance. If Lessee chooses to self-insure any of the coverages listed above, they must provide Lessor a letter from a duly licensed and accredited Actuary stating that their self-insurance program is being funded in accordance with actuarially recommended guidelines.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Insurance deductibles or self-insured retention must be declared on certificates of insurance. If Lessee maintains either Comprehensive General Liability Insurance or Commercial Liability Insurance, Lessee's deductible for either the Comprehensive General Liability Insurance or Commercial Liability Insurance shall be no greater than \$5,000.

D. **OTHER INSURANCE PROVISIONS**

General liability insurance policies only

The Lessee's policy shall be endorsed to provide the following coverages:

- a) Additional Insured Endorsement. The Lessor shall be covered as insured as respects liability arising out of activities performed by or at the direction of the Lessee, including products and completed operations of the Lessee; premises owned, occupied or used by the Lessee; or automobiles owned, leased, hired or borrowed by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to Lessor.
- b) Primary Insurance Endorsement. Lessee's insurance coverage shall be primary insurance (with the exception of Lessor's gross negligence or willful misconduct). Any insurance or self-insurance maintained by Lessor, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

c) Separation of Insured Clause. Lessees' insurance shall apply separately to each insured, as though a separate policy had been issued to each, except the policy aggregates apply collectively to all insureds.

Construction contracts exceeding \$25,000. Construction contracts exceeding \$25,000 must also provide an endorsement for Automobile Liability insurance, which includes the items listed in D a), b) and c) above.

E. ACCEPTABILITY OF INSURANCE CARRIERS.

Insurance is to be placed with insurers who are licensed to sell insurance in the State of California and who possess a Best's rating of no less than A-: VII. If the Lessee's insurance carrier is not licensed to sell insurance in the State of California, then the carrier must possess a Best rating of at least A: VIII. (For Best ratings go to <http://www.ambest.com/>)

F. VERIFICATION OF COVERAGE.

Lessee shall furnish the Lessor certificates of insurance and original endorsements affecting coverage required by this clause. All certificates of insurance and endorsements are to be received and approved by the Lessor before work under the contract has begun. The Lessor reserves the right to require complete, certified copies of all insurance policies required by this contract.

Lessee agrees to notify Lessor within five (5) working days of any notice from an insuring agency that cancels, suspends, and reduces in coverage or policy limits the insurance coverages described herein.

G. SUBCONTRACTORS.

Lessee shall include all subcontractors as insured under its policies or require all subcontractors to be insured under their own policies. If subcontractors are insured under their own policies, they shall be subject to all the requirements stated herein, including providing the Lessor certificates of insurance and endorsements before beginning work under this contract.



# Monterey County

Item No.53

## Board Report

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

Legistar File Number: A 22-429

August 23, 2022

Introduced: 7/26/2022

Current Status: General Government -  
Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the County Clerk/Recorder (CCR) to execute an agreement with BMI Imaging Systems, Inc. (BMI), to provide a Digital Reel System Upgrade, for the term beginning September 1, 2022, through June 30, 2024, for a total contract amount of \$47,720.

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors:

Approve and authorize the County Clerk/Recorder (CCR) to execute an agreement with BMI Imaging Systems, Inc. (BMI), to provide a Digital Reel System Upgrade, for the term beginning September 1, 2022, through June 30, 2024, for a total contract amount of \$47,720.

### **SUMMARY/DISCUSSION:**

Currently, the Recorder's office utilizes Digital Reel for the hosting of real property documents from 1850 to 1977 for business purposes and customer viewing in the lobby. On September 28, 2021, the Governor approved Assembly Bill No. 1466 regarding real property discriminatory restrictions. Beginning July 1, 2022, as per Government Code 12956.3, the County Recorder's office "shall establish a restrictive covenant program to assist in the redaction of unlawfully restrictive covenants in violation of subdivision (I) of Section 12955." The Recorder's office is asking for the Board's approval to move forward with BMI in compliance with said statute.

Board approval will facilitate the seamless provision of these services provided by the vendor. Due to the vendor's long-term business relationship with the Recorder, this agreement puts the aggregate amount at \$237,748.82.

### **OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed the agreement and has approved as to form.

### **FINANCING:**

There is no additional cost to the County General Fund, as the funds are available in the County Clerk/Recorder's Modernization Fund (027-2730-ACR003). Funds for payment of this agreement have been included in the CCR (027-2730-ACR003) FY 2022/23 Adopted Budget.

### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this agreement provide the CCR with the additional support it needs to

provide reliable and high-quality services to the residents of Monterey County.

Economic Development

Administration

Health & Human Services

Infrastructure

Public Safety

Prepared by: Corina Morgan, Finance Manager, x5821

Authorized by:

\_\_\_\_\_  
Stephen L. Vagnini

Assessor-County Clerk/Recorder, x5803

Attachments:

Service Agreement



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-429**

**August 23, 2022**

**Introduced:** 7/26/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the County Clerk/Recorder (CCR) to execute an agreement with BMI Imaging Systems, Inc. (BMI), to provide a Digital Reel System Upgrade, for the term beginning September 1, 2022, through June 30, 2024, for a total contract amount of \$47,720.

### **RECOMMENDATION:**

It is recommended that the Board of Supervisors:

Approve and authorize the County Clerk/Recorder (CCR) to execute an agreement with BMI Imaging Systems, Inc. (BMI), to provide a Digital Reel System Upgrade, for the term beginning September 1, 2022, through June 30, 2024, for a total contract amount of \$47,720.

### **SUMMARY/DISCUSSION:**

Currently, the Recorder's office utilizes Digital Reel for the hosting of real property documents from 1850 to 1977 for business purposes and customer viewing in the lobby. On September 28, 2021, the Governor approved Assembly Bill No. 1466 regarding real property discriminatory restrictions. Beginning July 1, 2022, as per Government Code 12956.3, the County Recorder's office "shall establish a restrictive covenant program to assist in the redaction of unlawfully restrictive covenants in violation of subdivision (I) of Section 12955." The Recorder's office is asking for the Board's approval to move forward with BMI in compliance with said statute.

Board approval will facilitate the seamless provision of these services provided by the vendor. Due to the vendor's long-term business relationship with the Recorder, this agreement puts the aggregate amount at \$237,748.82.

### **OTHER AGENCY INVOLVEMENT:**

County Counsel has reviewed the agreement and has approved as to form.

### **FINANCING:**

There is no additional cost to the County General Fund, as the funds are available in the County Clerk/Recorder's Modernization Fund (027-2730-ACR003). Funds for payment of this agreement have been included in the CCR (027-2730-ACR003) FY 2022/23 Adopted Budget.

### **BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The services rendered in this agreement provide the CCR with the additional support it needs to provide reliable and high-quality services to the residents of Monterey County.

Legistar File Number: A 22-429

---

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

Prepared by: Corina Morgan, Finance Manager, x5821

Authorized by:

DocuSigned by:  
  
5D1F4C2C573A418...

Stephen L. Vagnini

Assessor-County Clerk/Recorder, x5803

Attachments:

Service Agreement

## 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:  
 BMI Imaging Systems, 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:** a Digital Reel System Upgrade that includes set-up, review of potential restrictive covenants, and assembly of positive restrictive covenant documents.

### 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: \$47,720.00

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from 09/01/2022 to 06/30/2024, 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:**

## 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 or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

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

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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

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

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

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

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any 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:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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

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

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

#### 13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

#### 14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Corina Morgan, Finance Manager	William Whitney, Contracts Administrator
Name and Title	Name and Title
168 W. Alisal St., 1st FL Salinas, CA 93901	1115 E. Arques Avenue Sunnyvale, CA 94085
Address	Address
(831) 755-5821	(408) 736-7444
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**
- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

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

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

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

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

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By: DocuSigned by:  
Shane Strong  
County Counsel

Date: 8/4/2022 | 12:59 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:  
Gary Giboney  
Auditor/Controller

Date: 8/4/2022 | 1:09 PM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

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

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

CONTRACTOR

BMI Imaging Systems, Inc.

By: DocuSigned by:  
William Whitney  
Contractor/Business Name \*  
(Signature of Chair, President, or Vice-President)  
william whitney CEO

Date: 8/4/2022 | 12:24 PM PDT

By: DocuSigned by:  
Brad Gilbert  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)  
Brad Gilbert CFO, Treasurer

Date: 8/4/2022 | 12:27 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.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A



BMI Imaging Systems, Inc.  
749 W. Stadium Lane  
Sacramento, CA 95834

Michael D. Aufranc  
[maufranc@bmiimaging.com](mailto:maufranc@bmiimaging.com)  
916.244.4056

**Digital Reel System Upgrade Project**  
**AB1466 Compliance**

May 12, 2022

**Prepared for:**

Ms. Corina Morgan  
County of Monterey  
Clerk-Recorder's Office





May 12, 2022

Ms. Corina Morgan  
Project Manager  
County of Monterey  
Clerk-Recorder's Office  
168 West Alisal Street  
Salinas, CA 93901

Dear Corina,

Thank you for taking the time to meet with me virtually. We appreciate the opportunity to provide Monterey County with this system upgrade information for the Digital Reel system being utilized by the County and AB1466 compliance. Included with this proposal are the following items:

- AB1466 Compliance Services
- Schedule of Fees

We look forward to working with Monterey County to make this another successful project. If you have any questions or need any additional information, please contact me at 916.244.4056.

Sincerely,

A handwritten signature in blue ink, appearing to read "M. D. Aufranc", with a stylized flourish at the end.

Michael D. Aufranc

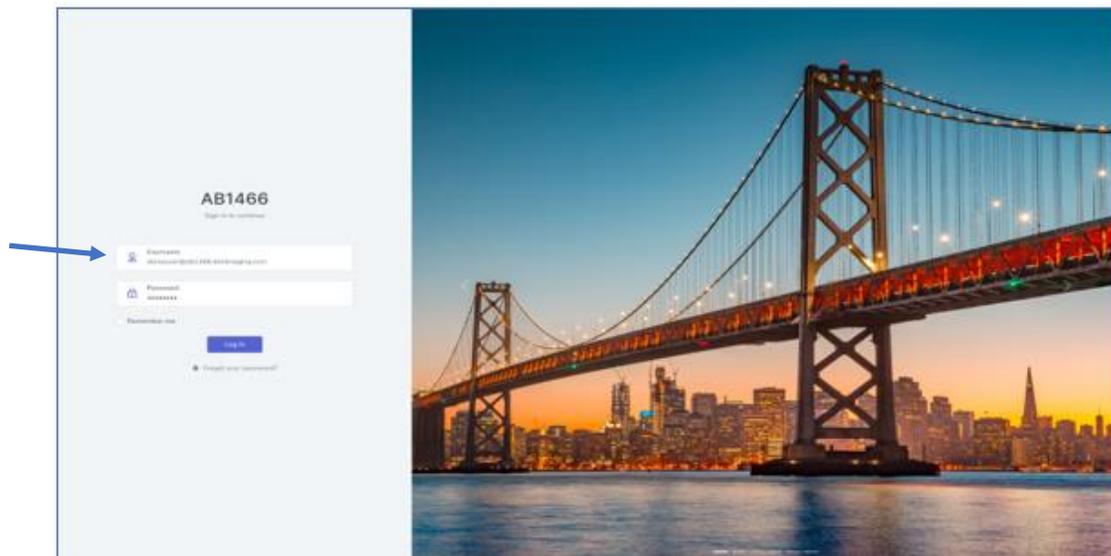
## EXHIBIT A

**AB 1466 Compliance Services:**

1. Manually review all 'term and phrase' search results for accuracy and context via OCR results.
2. For items identified to be Restrictive Covenants, the following process will occur:
  - a. Review any suspected document to verify it contains a Restrictive Covenant.
  - b. Create a digital copy of the suspected Restrictive Covenant page from the original document and assemble all related pages into complete documents.
  - c. Redact the Restrictive Covenant language in a duplicate document ("modified document").
  - d. The modified document will be indexed in the same manner as the original document. It shall contain the recording reference of the original document in the form of a book and page and instrument number as present on the document itself along with recording date.
  - e. Both the original document and modified version will be available on a secure AB-1466 compliance site for County Recorder review. Redacted items are passed to County Counsel for review.
  - f. County Counsel will review the document with the options of rejecting or approving or modifying the redactions of the document prior to re-recording. All approval or rejection activities will be tracked.
  - g. If Counsel determines that a Restrictive Covenant exists within a document, the County Recorder shall record the modified document along with the County-provided cover page, according to AB-1466 requirements.
  - h. The original images in the Recorders data set will be maintained as-is (no redaction) for future reference and historical public request needs.

Below are screen shots of the AB-1466 Compliance Site BMI has developed for access by County Recorder and County Counsel to review, approve, or reject Restrictive Covenant documents:

**Log in page: User Name and Password Required:**



### EXHIBIT A

#### Presentation of Documents for County Recorder Review:

The screenshot shows a web application interface for document review. At the top, there is a search bar with 'AB 1466' and a 'Search' button. Below the search bar is a navigation menu with 'Documents', 'Metrics', 'Resources', and 'Administration'. The main content area is titled 'DOCUMENTS' and shows a list of 4 documents available for review. Each document entry includes a thumbnail, name, page count, number of redactions, status, modified date, and an action button (Review or View).

Document	Name	Redactions	Status	Modified	Notes	Actions
	3410-3412 PAGES 324-327 Page Count: 2	1	NEW	03/03/2022 01:51 PM		Review
	BOOK 3407-3409 PAGES 229-237 Page Count: 3	1	APPROVED	03/03/2022 01:51 PM		View
	BOOK 3407-3409 PAGES 239-239 Page Count: 2	1	NEW	03/03/2022 01:51 PM		Review
	3410-3412 PAGES 460-461 Page Count: 2	1	NEW	03/03/2022 01:51 PM		Review

#### Selection of 3410 Page 1 for Review:

This screenshot shows the document review interface with a specific document selected. A blue arrow points to the document entry '3410-3412 PAGES 324-327' in the list. The main view displays the document's details on the left and the document content on the right. The document content is a recording of a deed, dated February 27, 1939, recorded at the request of G. A. Donohoe. The document is recorded in Book 3115 of Official Records at Page 467. The deed is executed by Francis P. Dignam and Jessie Dignam, his wife, to Title Insurance and Guaranty Company, as trustee. The deed is recorded in the County Recorder's office of the City and County of San Francisco, State of California, in Book 3115 of Official Records at Page 467. The deed is recorded in the County Recorder's office of the City and County of San Francisco, State of California, in Book 3115 of Official Records at Page 467. The deed is recorded in the County Recorder's office of the City and County of San Francisco, State of California, in Book 3115 of Official Records at Page 467.

EXHIBIT A

Selection of Page 2 with Red Box Shown for Potential Redaction of Restrictive Covenant:

The screenshot shows a DocuSign interface for document AB 1466. On the left sidebar, under 'Pages', 'Page 2' is selected and highlighted with a red box. The main document view shows page 325 of a document with the following text:

and 29, in the office of the Recorder of said County of San Mateo, State of California.

SUBJECT to second installment of taxes for the fiscal year 1937-38 which second parties agree to pay.

AS a part of the consideration to grantors for the execution and delivery of this deed to the real property, and the improvements thereon existent, to grantees, grantees hereby agree, on pain of forfeiture to grantors of all right and title in these premises or any improvements thereon, as follows:

NO portion of said property and no interest in any of said property shall be conveyed, transferred, let, leased or demised to or held, used or occupied, or permitted to be occupied or used by any person unless he or she be of the **Caucasian** or White Race.

THIS lot for the space of 30 feet back from the street front shall be and remain unfenced.

NEITHER this lot of land nor any building thereon shall be used for any other purposes, excepting for a residence and the appurtenances thereto belonging. No horses, cattle, mules, hogs, goats or other live stock or poultry shall be permitted upon said property nor shall any noxious thing or noxious trade or noxious business use the property not be maintained thereon.

THIS agreement applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the said first parties have executed this conveyance this 15th day of December, 1937.

KERMAN ROBSON  
MAGARY ROBSON

Complete Redaction of the Restrictive Covenant Paragraph for Re-Recording:

The screenshot shows the same DocuSign interface for document AB 1466. In the 'Pages' sidebar, 'Page 2' is selected. The main document view shows page 325 with the following text:

and 29, in the office of the Recorder of said County of San Mateo, State of California.

SUBJECT to second installment of taxes for the fiscal year 1937-38 which second parties agree to pay.

AS a part of the consideration to grantors for the execution and delivery of this deed to the real property, and the improvements thereon existent, to grantees, grantees hereby agree, on pain of forfeiture to grantors of all right and title in these premises or any improvements thereon, as follows:

[REDACTED]

THIS lot for the space of 30 feet back from the street front shall be and remain unfenced.

NEITHER this lot of land nor any building thereon shall be used for any other purposes, excepting for a residence and the appurtenances thereto belonging. No horses, cattle, mules, hogs, goats or other live stock or poultry shall be permitted upon said property nor shall any noxious thing or noxious trade or noxious business use the property not be maintained thereon.

THIS agreement applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

IN WITNESS WHEREOF, the said first parties have executed this conveyance this 15th day of December, 1937.

KERMAN ROBSON  
MAGARY ROBSON  
SINTRA M. ROBSON

BMI has provided a snippet in the top left of AB-1466 along with the link to the complete bill.

## EXHIBIT A

BMI will provide the following reports as part of the project:

- List of images reviewed by Book Number and location in the dataset.
- List of restrictive covenants located by book/page number.
- List of County Counsel approved (or rejected) restrictive covenants delivered to County for re-recording by book/page and document number, when available.

Following is a list of the document types that will be reviewed by BMI staff:

Document Type: Deeds

Book #'s: 105 - 188

Document Type: Official Records

Book #'s: 1 – 1207

Time period of review: **1909 - 1977**

### Schedule of Fees:

#### AB1466 Compliance

Item	Est. Volume	Unit Price	Total Price
Project Management – Set Up	1	\$20,000	\$20,000
Review of Potential Restrictive Covenants	46,200	\$.10/each	\$4,620
Assembly of Positive Restrictive Covenant Documents	11,550	\$2/each	\$23,100
<b>Total</b>			<b>\$47,720</b>

- Assumed that BMI will be delivering redacted images via SFTP, in which case tax would not be due.
- Schedule for web site access 60 days ARO.
- Schedule for completion of review and document delivery estimated at 120 days ARO.
- Volume for reviews and assembly are estimates and actual work performed will be billable.
- All reviews are of non-cursive documents.



# Monterey County

**Item No.54**

## Board Report

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

**Legistar File Number: A 22-451**

**August 23, 2022**

**Introduced:** 8/10/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Chief Information Officer of the Information Technology Department to execute Amendment No 2 to the Site Lease Agreement with Weathertop Ranch, LLC to make site and radio communications equipment modifications in preparation for termination of the lease, and closure of the site for a final lease amount not to exceed \$100,000.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Chief Information Officer of the Information Technology Department to execute Amendment No 2 to the Site Lease Agreement with Weathertop Ranch, LLC to make site and radio communications equipment modifications in preparation for termination of the lease, and closure of the site for a final lease amount not to exceed \$100,000.

### SUMMARY:

The County and Weathertop Ranch LLC (“Weathertop”) entered into a lease agreement dated April 1, 2013, to house radio and communications equipment (the “Lease”) on the property located at 500 El Caminito Road, Carmel Valley, CA (the “Property”). The Property was recently sold, and the new owner has properly given the County notice of termination of the Lease through its attorney. Pursuant to the terms of the Lease, the County must return the property to its original state within 30 days. The parties now wish to amend the Lease to allow the lessor to have the option to undertake this obligation subject to a right to request reimbursement for actual costs.

### DISCUSSION:

The County and Weathertop entered into the Lease for the purpose of allowing the County to install, maintain, and operate radio communications equipment on the property. This site provided an emergency communications site for the County and other agencies operating in Monterey County.

In November 2017, the parties executed Amendment No. 1 to the Lease, which authorized the County to sublease space on the property to Pacific Gas & Electric Company (“PG&E”) for the purpose of adding additional communications equipment to improve communications throughout the County and assist in recovery and emergency response in the event of a natural disaster.

Weathertop recently sold the Property, and the new owner has given notice of termination of the Lease. Upon termination, the Lease requires the County to remove all equipment, restore and repair as needed any affected areas of the property, and return the Property to its original condition prior to vacating the premises. The County has notified its sublessee, PG&E of this request and they have

vacated the property. In addition, the Information Technology Department has secured a different emergency communications site that the County can relocate to with no interruption in emergency communications services.

The approval of Amendment No 2 will allow the County to timely vacate the property, thereby reducing costs as well as the risk of litigation.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the Amendment No 2 to the Site Lease Agreement.

FINANCING:

No additional funds are required as the cost of this site lease is covered by The Next Generation Radio System Project users, who are aware of this additional expense. The cost was included in the FY22-23 Approved Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This radio site provided critical radio communications to the north county portion of Monterey County.

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

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by:

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

Attachments:

- Weathertop Ranch LLC Radio Site Lease Agreement
- Weathertop Ranch LLC Amend No 1 Radio Site Lease Agreement
- Weathertop Ranch LLC Amend No 2 Radio Site Lease Agreement



# Monterey County

**Item No.53**

## Board Report

Board of Supervisors  
Chambers

168 W. Alisal St., 1st Floor  
Salinas, CA 93901

**Legistar File Number: A 22-451**

**August 23, 2022**

**Introduced:** 8/10/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Chief Information Officer of the Information Technology Department to execute Amendment No 2 to the Site Lease Agreement with Weathertop Ranch, LLC to make site and radio communications equipment modifications in preparation for termination of the lease, and closure of the site for a final lease amount not to exceed \$100,000.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

Approve and authorize the Chief Information Officer of the Information Technology Department to execute Amendment No 2 to the Site Lease Agreement with Weathertop Ranch, LLC to make site and radio communications equipment modifications in preparation for termination of the lease, and closure of the site for a final lease amount not to exceed \$100,000.

**SUMMARY:**

The County and Weathertop Ranch LLC (“Weathertop”) entered into a lease agreement dated April 1, 2013, to house radio and communications equipment (the “Lease”) on the property located at 500 El Caminito Road, Carmel Valley, CA (the “Property”). The Property was recently sold, and the new owner has properly given the County notice of termination of the Lease through its attorney. Pursuant to the terms of the Lease, the County must return the property to its original state within 30 days. The parties now wish to amend the Lease to allow the lessor to have the option to undertake this obligation subject to a right to request reimbursement for actual costs.

**DISCUSSION:**

The County and Weathertop entered into the Lease for the purpose of allowing the County to install, maintain, and operate radio communications equipment on the property. This site provided an emergency communications site for the County and other agencies operating in Monterey County.

In November 2017, the parties executed Amendment No. 1 to the Lease, which authorized the County to sublease space on the property to Pacific Gas & Electric Company (“PG&E”) for the purpose of adding additional communications equipment to improve communications throughout the County and assist in recovery and emergency response in the event of a natural disaster.

Weathertop recently sold the Property, and the new owner has given notice of termination of the Lease. Upon termination, the Lease requires the County to remove all equipment, restore and repair as needed any affected areas of the property, and return the Property to its original condition prior to vacating the premises. The County has notified its sublessee, PG&E of this request and they have

Legistar File Number: A 22-451

vacated the property. In addition, the Information Technology Department has secured a different emergency communications site that the County can relocate to with no interruption in emergency communications services.

The approval of Amendment No 2 will allow the County to timely vacate the property, thereby reducing costs as well as the risk of litigation.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the Amendment No 2 to the Site Lease Agreement.

FINANCING:

No additional funds are required as the cost of this site lease is covered by The Next Generation Radio System Project users, who are aware of this additional expense. The cost was included in the FY22-23 Approved Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This radio site provided critical radio communications to the north county portion of Monterey County.

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

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by:

DocuSigned by:  
  
 Date: 8/17/2022 | 10:55 AM PDT  
 ID: 747D882C7BD04AE...

Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

- Weathertop Ranch LLC Radio Site Lease Agreement
- Weathertop Ranch LLC Amend No 1 Radio Site Lease Agreement
- Weathertop Ranch LLC Amend No 2 Radio Site Lease Agreement



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.6068

## Board Order

### Agreement No.: A-12440

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorize the Contracts / Purchasing Officer to sign a "County of Monterey Wireless Communication Site Lease Agreement" between the County of Monterey and Weathertop Ranch LLC for a 5 year term beginning April 1, 2013 with 3 additional 5 year renewals and an autorenewal clause after that for a cost of \$500 per year; and
- b. Accepted Non-Standard County Indemnification Provisions as recommended by the Acting Director of Emergency Communications.

PASSED AND ADOPTED on this 16th day of April 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
 NOES: None  
 ABSENT: None

I, Gail T. Borkowski, 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 76 for the meeting on April 16, 2013.

Dated: April 23, 2013  
File Number: 13-0318

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By   
Deputy

## COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT

This Lease Agreement (hereinafter "Agreement") is made and entered into by and between the County of Monterey, (hereinafter "LESSEE") and Weathertop Ranch LLC (hereinafter "LESSOR") as of April 1, 2013 (the "Effective Date").

LESSOR and LESSEE hereby agree as follows:

### SECTION 1. RIGHT TO USE LESSOR'S PROPERTY AND PREMISES

- A. **PROPERTY AND PREMISES:** LESSOR is the owner of certain real property described in Exhibit A ("Premises") attached hereto and made a part hereof. LESSEE accepts the Premises in an "as is" condition.
- B. **RIGHT TO INSTALL, MAINTAIN, AND OPERATE EQUIPMENT:** LESSOR hereby grants to LESSEE non-exclusive permission to install, maintain, and operate the radio communications equipment described in Exhibit B ("Equipment") including space for connections and access to power and telecommunications and any easements required to provide utilities to the Premises with locations of any easements to be approved by LESSOR. All repairs and improvements and the cost of all utilities shall be at LESSEE'S sole cost and expense. LESSEE shall keep its installation in good, neat and clean condition in conformity with the standards of the local governing body regulations. LESSEE shall be responsible for the timely repair of all damage to Premises caused by the negligence or willful misconduct of LESSEE, its employees, agents or business vendors. LESSEE shall be responsible for the timely repair of all damage to Premises caused by the installation, maintenance, and/or operations of LESSEE's Equipment. Equipment installed by the LESSEE shall remain the sole property of LESSEE. LESSEE may not sublease space on this communications facility.
- C. **ACCESS TO PREMISES:** LESSEE shall have the reasonable and non-exclusive right for pedestrian and vehicular ingress and egress to the property for the purpose of routine installation and maintenance of the Equipment located on the Premises. LESSOR reserves the right to enter into and access the Premises at any time. LESSOR consents to LESSEE's use of the existing access road and LESSOR shall maintain the access road to the Premises and to the location of Equipment described in Exhibit B.
- D. **MODIFICATIONS TO EQUIPMENT OR PREMISES:** Once the initial Equipment is installed, LESSEE shall not make any material alterations thereto (or to the Premises structure itself) without obtaining the prior written approval of LESSOR except for repairs and replacements of "like kind" equipment. In the event of proposed modifications, LESSEE agrees to submit plans to the LESSOR covering proposed alterations by LESSEE for LESSOR's approval which shall not be unreasonably withheld, conditioned or delayed.
- E. **LESSOR USE OF PREMISES:** Nothing contained in this Agreement shall be deemed or construed in any way to limit the LESSOR's authority to exercise any right or power concerning the utilization of the Premises. LESSEE's use of the Premises shall be subordinate to the LESSOR's use of the Premises. LESSOR retains the right to use the grazing rights on the surface of the Premises. LESSOR shall not be liable for any damage to LESSEE's property, including but not limited to its Equipment and vehicles, resulting from LESSOR's exercise of grazing rights. LESSOR shall maintain the Premises in a manner that complies with fire requirements of the fire protection authority for the Premises.
- F. **GOVERNMENTAL APPROVALS:** LESSEE shall apply for and obtain all applicable permits as are required to perform the work described in this Agreement, shall bear all costs of such permits, and shall comply with all of the terms and conditions set forth in such permits.
- G. **RF INTERFERENCE:** If at any time during the term of this Agreement, LESSEE's Equipment causes interference with any radio or other wireless communications systems utilized by and/or

## COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT

belonging to LESSOR, LESSEE shall take all steps necessary to resolve and eliminate such interference at LESSEE's sole cost and expense. LESSOR acknowledges that interference may emanate from different sources, and LESSEE shall only be responsible to correct interference caused by LESSEE's Equipment.

**SECTION 2: LEASE FEES:** For the rights granted under this Agreement, LESSEE shall pay to LESSOR a lease fee of \$500 ("Lease Fee") annually. LESSEE shall pay the first annual Lease Fee on the Effective Date, and then LESSEE shall pay each subsequent annual Lease Fee on the anniversary of the Effective Date. An invoice need not be presented for payment of the Lease Fee. The Lease Fee shall be made payable to LESSOR and sent to LESSOR at the address referenced in Section 5, Notices.

**SECTION 3: TERM / TERMINATION:** The initial term of this Agreement shall be for five (5) years commencing on the Effective Date. This Agreement shall automatically be extended for three (3) additional five (5) year terms unless either party terminates according to the provisions of this Agreement. If at the end of the third (3rd) five (5) year extension term this Agreement has not been terminated, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated according to the provisions of this Agreement. LESSEE shall have the right to terminate this Agreement upon 30 days' notice to LESSOR. LESSOR shall have the right to terminate this Agreement upon 30 days' notice to LESSEE. In the event of termination of this Agreement, LESSEE shall remove the Equipment and repair and restore the affected areas of the Premises prior to the termination of this Agreement, and to the extent reasonably requested by LESSOR, restore the Premises as nearly as possible to the condition in which it existed immediately prior to the date that LESSEE first began utilizing the Premises.

**SECTION 4: DEFAULT:** Notwithstanding any other provision to the contrary contained herein, in the event there is a default by the LESSEE with respect to any of the provisions of this Agreement or its obligations under it, the LESSOR shall give LESSEE written notice of such default. After receipt of such written notice, the LESSEE shall have thirty (30) days in which to cure any default, provided the LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The LESSOR may not maintain any action or effect any remedies for default against the LESSEE unless and until the LESSEE has failed to cure the same within the time periods provided in this paragraph.

**SECTION 5: NOTICES** Any demand or notice which either party shall be required, or may desire, to make upon or give to the other shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail and shall be effective as of the date sent to the respective parties as follows:

**To LESSEE:**

County of Monterey  
Contracts / Purchasing Officer  
168 W. Alisal  
Salinas, CA 93901  
(831)769-8882

**TO LESSOR:**

Weathertop Ranch, LLC  
Attention: David Ratliff, Manager –  
david.ratliff@citi.com  
c/o Citibank  
Citibank Tower SOF  
3 Garden Road Central  
Hong Kong

Either party may, from time to time, designate any other address for this purpose by written notice to the other party. Either party for general communication may use telephone, email or facsimile.

**SECTION 6: INSURANCE AND INDEMNIFICATION:**

- A. **INDEMNIFICATION:** LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands for injuries to persons or loss of life, or

## COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT

damage to property, relating to this Agreement and/or arising out of the installation, operation or maintenance of the Equipment on the Premises by the LESSEE, excepting however, such claims and demands for injuries to persons or loss of life, or damage to property, caused by the gross negligence or intentional acts or omissions of the LESSOR. LESSOR, during the term hereof, shall indemnify and hold harmless the LESSEE from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, occurring within the Premises and arising out of the gross negligence or intentional acts of the LESSOR.

- B. INSURANCE REQUIREMENTS:** LESSEE throughout the term of this Agreement, as extended, shall comply with the insurance requirements described in this Agreement. In the event that LESSEE is self-insured in any or all of the required insurance areas, a letter certifying that LESSEE is lawfully self-insured shall be furnished upon request of the LESSOR prior to execution of this Agreement or during the term of the Agreement. The procuring of the policy or policies of insurance or certifications of self-insurance as required under this Agreement shall be construed to fulfill the indemnification provisions of this Agreement. The General and Automobile Liability policies shall be endorsed to contain, or the LESSEE shall agree to provide comparable coverage under its self-insurance programs, the following provisions: (1) The LESSOR, its owners, and managers are to be covered as additional insureds; (2) LESSEE's insurance coverage shall be primary insurance as respects LESSOR, its owners, managers, officers, employees, agents and contractors. Any insurance or self-insurance maintained by LESSOR, its officers, employees, agents or contractors shall be in excess of LESSEE's insurance and shall not contribute with it; (3) Any failure to comply with reporting provisions of the policies by LESSEE shall not affect coverage provided LESSOR, its officers, employees, agents, or contractors; (4) Coverage shall state that LESSEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (4) The minimum limits of such coverage shall be \$1,000,000 per occurrence and in the aggregate; (5) LESSEE shall be responsible for the full amount of any deductibles or self-insured retentions, and LESSOR shall not be called upon to satisfy such amounts in order to receive the benefits of the protection. Each insurance policy required by this Agreement, or the LESSOR shall similarly agree to communicate under its self-insurance program, shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to LESSOR. Upon request, LESSEE shall furnish LESSOR with certificates of insurance and with endorsements affecting coverage required by this Agreement upon LESSOR's request. LESSEE shall keep the insurance or self-insurance in effect throughout the term of the Agreement and as the same may be extended.

**SECTION 7: ACKNOWLEDGMENT OF TITLE:** It is understood and agreed that LESSEE, by the acceptance of this Agreement and by the use or occupancy of said Premises, has not acquired and shall not acquire hereafter any property rights or interest in or to said Premises (other than the leasehold interest granted herein), and LESSEE may use the Premises only as herein provided. LESSEE shall not have, nor will it obtain, any right or claim to the continued use of said Premises beyond that specifically given in this Agreement. LESSOR covenants that LESSEE, on paying the Lease Fee and performing the covenants, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Premises and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or impediments of title on the Premises or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent the use of the Premises by the LESSEE as set forth above.

**SECTION 8: RECORDING:** LESSOR agrees to execute a Memorandum of this Agreement that LESSEE may record with the appropriate Recording Officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either term or Lease Fee payments.

## COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT

**SECTION 9: REAL ESTATE TAXES:** LESSEE shall pay all personal property taxes assessed against the LESSEE's personal property that is located within the Premises. LESSOR shall pay all real property taxes and all other fees on the LESSOR's premises or LESSOR's personal property or improvements thereon owned and maintained by the LESSOR.

**SECTION 10: SUBORDINATION AND NON-DISTURBANCE:** At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Premises or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In the event the Premises are encumbered by a mortgage or other security interest, the LESSOR, immediately after this Agreement is executed, will obtain and furnish to LESSEE a non-disturbance agreement for each such mortgage or other security interest in recordable form. A general template shall be provided by LESSEE upon request. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Premises, LESSEE may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgages or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

**SECTION 11: JURISDICTION AND COMPLIANCE WITH LAWS:** The laws of the State of California shall govern this Agreement. The duties and obligations of the parties created hereunder are performable in Monterey County, and Monterey County shall be the venue for any action or proceeding that may be brought or arise by reason or connection with this Agreement. LESSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State, or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), and the Occupational Safety and Health Administration ("OSHA")

### **SECTION 12: MISCELLANEOUS**

- A. **AGREEMENT:** This Agreement, including exhibits, constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements written or oral concerning the subject matter contained herein including, without limitation, that certain Lease between the parties with respect to LESSEE's use of the Property, which was entered into on March 3, 2004, to the extent that such Lease, as may have been amended, is still in effect as of the Effective Date of this Agreement. Any amendments to this Agreement must be in writing and executed by both parties.
- B. **WAIVER:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the LESSEE and the LESSOR. 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 of this Agreement.
- C. **NON-EXCLUSIVE AGREEMENT:** This Agreement is non-exclusive and both LESSEE and LESSOR expressly reserve the right to contract with other entities for the same or similar services, except as otherwise prohibited by this Agreement.
- D. **AUTHORITY:** Any individual executing this Agreement on behalf of the LESSEE or the LESSOR 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.
- E. **TIME IS OF THE ESSENCE:** Time is of the essence in each and every provision of this lease.

COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT

F. **SUCCESSORS AND ASSIGNS:** Subject to any provision hereof restricting assignment or subletting by LESSEE, this Agreement shall bind the parties, their personal representatives, successors, and assigns.

G. **SEVERABILITY:** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below their respective authorized signatures.

LESSEE

By: [Signature]  
Contracts / Purchasing Officer  
Date: 10-2-13

LESSOR

By: [Signature]  
Name: David R. Hitt  
Title: \_\_\_\_\_  
Date: 21 March 2013

Approved as to Form:

By: [Signature]  
Deputy County Counsel  
Date: 5-30-13

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Fiscal Provisions:

By: [Signature]  
Deputy Auditor Controller  
Date: 8-31-13

Approved as to Liability Provisions:

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

\*INSTRUCTIONS: If LESSOR 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 authorized representatives. If the LESSOR 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 LESSOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**COUNTY OF MONTEREY WIRELESS COMMUNICATION SITE LEASE AGREEMENT**

**Exhibit A: Property and Leased Premises**

Real property, assessor's parcel number 187-011-006, situated in the County of Monterey, State of California, described as follows:

A portion of the El Rancho de Los Laureles, Monterey County, California, and being a portion of that certain tract of land owned by Weathertop Ranch LLC and located at Global Positioning Coordinates (G.P.S.) North  $36^{\circ}29' 56.3''$  and West  $121^{\circ}42'47''$  shown in this Exhibit as Existing Radio Site.

**AMENDMENT #1 TO COUNTY OF MONTEREY WIRELESS COMMUNICATIONS  
SITE LEASE AGREEMENT BETWEEN  
COUNTY OF MONTEREY and WEATHERTOP RANCH LLC**

**THIS AMENDMENT** is made to the COUNTY OF MONTEREY WIRELESS COMMUNICATIONS SITE LEASE AGREEMENT BETWEEN COUNTY OF MONTEREY, a political subdivision of the State of California (hereinafter "LESSEE"), and WEATHERTOP RANCH LLC (hereinafter "LESSOR"), executed by Monterey County on June 3, 2013 (hereinafter "LEASE AGREEMENT"), for the right to install, maintain, and operate radio communications equipment on the property of LESSOR, described in Exhibit A of the LEASE AGREEMENT (hereinafter the "PREMISES").

**WHEREAS**, the LESSEE and LESSOR wish to amend the LEASE AGREEMENT to grant the LESSEE the authority to sublease the PREMISES, and to increase the total annual lease amount by five hundred dollars (\$500) annually for the term of each sublease executed by Lessee,

**NOW THEREFORE**, the LESSEE and LESSOR hereby agree to amend the LEASE AGREEMENT in the following manner:

1. Section 1, "RIGHT TO INSTALL, MAINTAIN AND OPERATE EQUIPMENT" shall be amended by removing, "*LESSEE may not sublease space on this communications facility.*" and replacing it with "*LESSEE may sublease space on this communications facility subject to the prior written approval and consent of the management and/or ownership of LESSOR.*"
2. Section 2, "LEASE FEES" shall be amended by removing "*For the rights granted under this Agreement, LESSEE shall pay to LESSOR a lease fee of \$500 ("Lease Fee") annually.*" and replacing it with "*For the rights granted under this Agreement, LESSEE shall pay to LESSOR a lease fee of \$500. annually (hereinafter "Lease Fee"), plus a sublease fee of \$500. annually ("Sublease Fee") for each sublease executed by LESSEE for so long as each such sublease remains in effect.*"
3. Each sublease shall be subject to, and shall comply with, the terms and conditions in the LEASE AGREEMENT.
4. Each sublessee will use the PREMISES only for a purpose consistent with the limited use allowed in the LEASE AGREEMENT.
5. Except as provided herein, all remaining terms, conditions and provisions of the LEASE AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the LEASE AGREEMENT.

6. LESSEE shall provide LESSOR with a fully-executed copy of any sublease, promptly after execution of such sublease, to be included and to be made part of the LEASE AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT #1 on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated: \_\_\_\_\_

Approved as to Fiscal Provisions: \_\_\_\_\_

Deputy Auditor/Controller

Dated: 9-13-17

Approved as to Liability Provisions: \_\_\_\_\_

Risk Management

Dated: \_\_\_\_\_

Approved as to Form: \_\_\_\_\_

Deputy County Counsel

Dated: Sept 12, 2017

LESSOR

By: \_\_\_\_\_

Signature of Chair, President, or Vice-President

NING LIM, president, LLC

Printed Name and Title

Dated: 31 Aug 2017

By: \_\_\_\_\_

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

David Rath-H, manager, LLC

Printed Name and Title

Dated: 31 Aug 2017

\*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.

**SECOND AMENDMENT TO COUNTY OF MONTEREY  
WIRELESS COMMUNICATION SITE LEASE AGREEMENT**

This Second Amendment (the "Amendment") to the "County of Monterey Wireless Communication Site Lease Agreement" dated April 1, 2013 (the "Lease"), is made and entered into by and between the County of Monterey ("Lessee") and Weathertop Estate LLC ("Lessor") as successor in interest to Weathertop Ranch LLC ("Weathertop"). Lessor and Lessee may be referred to herein individually as a "Party" or collectively as the "Parties."

**RECITALS**

- A. WHEREAS, Lessee entered into the Lease with Weathertop for the purpose of installing radio communications equipment (the "Equipment") on a portion of the real property further described in the Lease and identified by Assessor's Parcel Number 187-011-006 (the "Premises");
- B. WHEREAS, an "Amendment #1" to the Lease was entered into between the Lessee and Weathertop on November 15, 2017 ("First Amendment");
- C. WHEREAS, Lessor purchased the Premises and is the successor in interest of Weathertop, assuming all of Weathertop's rights and duties under the Lease;
- D. WHEREAS, Lessor wishes to use the Premises for other purposes and gave Lessee a Notice of Termination of the Lease on March 31, 2022;
- E. WHEREAS, the Notice of Termination is effective October 31, 2022;
- F. WHEREAS, upon termination, Section 3 of the Lease requires Lessee to "remove the Equipment and repair and restore the affected areas of the Premises . . . as nearly as possible to the condition in which it existed immediately prior" to the start of the Lease;
- G. WHEREAS, the Parties now wish to amend Section 3 and 6(A) of the Lease to permit Lessor to remove the Equipment prior to the termination date on the terms designated herein; and
- H. WHEREAS, all other terms of the Lease and First Amendment will remain unchanged.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, and to avoid unnecessary litigation, it is hereby agreed by and between the Parties as follows:

**AMENDMENTS**

1. Incorporation of Recitals. The Parties agree to incorporate by reference the above-stated recitals as material terms to this Agreement and as though fully set forth herein.
2. Section 3, Term/Termination of the Lease shall be amended by removing, "*In the event of termination of this Agreement, LESSEE shall remove the Equipment and repair and restore the affected areas of the Premises prior to the termination of this Agreement and to the*

*extent reasonably requested by LESSOR, restore the Premises as nearly as possible to the condition in which it existed immediately prior to the date that LESSEE first began utilizing the Premises” and replacing it with “Upon giving notice of termination of this Agreement, LESSOR shall have the right, at LESSEE’s sole expense, to remove the Equipment and repair and restore the affected areas of the Premises as nearly as possible to the condition in which it existed immediately prior to the date at which LESSEE first began utilizing the Premises (the “Right to Restore”). Within 30 days of the completion of any work performed consistent with LESSOR’s Right to Restore or the effective date of termination, whichever is later, LESSOR may seek full reimbursement from LESSEE by invoicing LESSEE for all expenses incurred in connection with exercise of the Right to Restore in an amount not to exceed \$100,000 or LESSOR’s actual costs, whichever is lesser. LESSOR shall substantiate all reimbursable expenses through invoices, receipts, cancelled checks, credit card statements, or equivalent means. LESSEE shall reimburse LESSOR for any such expenses within thirty (30) day of presentation of invoices, receipts, cancelled checks, or credit card receipts to LESSEE.”*

3. The first sentence of Section 6(A) of the Lease is hereby Amended to read, in its entirety, as follows: **“INDEMNIFICATION:** LESSEE, during the term hereof, shall indemnify and hold harmless the LESSOR from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, relating to this Agreement (and any amendments thereto) and/or arising out of the installation, operation or maintenance of the Equipment on the Premises by the LESSEE, or LESSOR’S exercise of its Right to Restore, excepting however, such claims and demands for injuries to persons or loss of life, or damage to property, caused by the gross negligence or intentional acts or omissions of the LESSOR. LESSOR, during the term hereof, shall indemnify and hold harmless the LESSEE from and against any and all claims and demands for injuries to persons or loss of life, or damage to property, occurring within the Premises and arising out of the gross negligence or intentional acts of the LESSOR.”
  
4. All other provisions of the Lease and First Amendment not amended herein shall continue unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates appearing below their respective signatures:

<p><b><u>LESSEE:</u></b>          By:          Title: Chief Information Officer          Date:</p>	<p><b><u>LESSOR:</u></b>          By:          Title: Manager          Date:</p>
<p><b><u>COUNTY COUNSEL</u></b>          By:          Title: Deputy County Counsel          Date:</p>	<p><b><u>AUDITOR-CONTROLLER</u></b>          By:          Title: Auditor-Controller          Date:</p>



# Monterey County

**Item No.55**

## Board Report

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

**Legistar File Number: MIN 22-077**

**August 23, 2022**

**Introduced:** 8/15/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** Minutes

Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: June through July 2022.

# Monterey County

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



## Meeting Minutes - Draft

Wednesday, June 1, 2022

9:00 AM

FY 2022-23 Budget Hearings

## Board of Supervisors

*Chair Supervisor Mary L. Adams - District 5  
Vice Chair Supervisor Luis A. Alejo - District 1  
Supervisor John M. Phillips - District 2  
Supervisor Chris Lopez - District 3  
Supervisor Wendy Root Askew - District 4*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Mary L. Adams.

**Roll Called**

Present: 5 - Supervisor Mary L. Adams, Supervisor John M. Phillips, Supervisor Chris Lopez, Supervisor Wendy Root Askew and Supervisor Luis A. Alejo appeared in person

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person

**Announcement of Interpreter**

Ana Ruelas de Vidales, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

Pledge of Allegiance led by Jason Cameron, Military and Veterans Affairs Officer for Monterey County.

**Additions and Corrections by Clerk**

There were no additions or corrections to the agenda.

**General Public Comment**

Open for general public comments for items not on today's agenda; Kimbley Craig commented.

**Consent Calendar**

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 1 through 3.

**ALL AYES**

1. Adopt a standalone ordinance to establish the Provisional Cannabis Business Permit.

**Adopted Ordinance No. 5376**

2. Adopt a Resolution to:
  - a. Authorize the issuance of layoff notices to impacted employees no sooner than June 9, 2022, with an effective date of July 1, 2022;
  - b. Authorize County negotiators to meet with California Nurses Association (CNA) upon request of CNA;

- c. Authorize the Human Resources Department to collaborate with departments to provide inplacement and outplacement services;
- d. Grant flexibility to withhold the issuance of layoff notices due to employee movement, unanticipated vacancies, retirements, or resignations that may occur.

**Adopted Resolution No. 22-192**

3. Approve amending Resolution No.: 21-150, calling for the Rainbow Flag to be flown every day in June of every year on the flagpole located at the County Government Center in Salinas in recognition of Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) Pride Month.

**Amended Resolution No. 21-150**

**Scheduled Matters**

4.
  - a. Consider commercial cannabis business tax rate options to amend the commercial cannabis business tax structure, rates, and penalties and interest while reviewing budgetary impacts to each option; and
  - b. Direct the Cannabis Program to return to the Board of Supervisors for consideration of an amendment to Monterey County Code Chapter 7.100 with the approved amended commercial cannabis business tax rates; and
  - c. Provide further direction as appropriate. (REVISED VIA SUPPLEMENTAL)

**Joann Iwamoto, Cannabis Program Manager, in person, presented via PowerPoint presentation.**

**Open for public comments; Ricardo Diaz, Jr., Joey Espinoza, Robert Roach, and Michelle Hackett, all via Zoom, commented.**

**A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor John M. Phillips for Option 2 as recommended by staff with Supervisor Mary L. Adams voting to:**

- a. Consider commercial cannabis business tax rate options to amend the commercial cannabis business tax structure, rates, and penalties and interest while reviewing budgetary impacts to each option; and
- b. Direct the Cannabis Program to return to the Board of Supervisors for consideration of an amendment to Monterey County Code Chapter 7.100 with the approved amended commercial cannabis business tax rates; and
- c. Provide further direction as appropriate.

**Four: AYES**

**One: Nay**

**Motion carried 4 to 1**

5. Adopt a Resolution for the Fiscal Year 2022-23 GANN Appropriation Limits pursuant to Article XIII B of the California Constitution.

**Burcu Mousa, Assistant Auditor-Controller, via Zoom, presented via PowerPoint presentation.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:**

---

Adopt Resolution No. 22-193 for the Fiscal Year 2022-23 GANN Appropriation Limits pursuant to Article XIII B of the California Constitution.

ALL AYES

**Open the public hearing to consider the FY 2022-23 Recommended Budget.**

6. County Administrative Officer's comments on the FY 2022-23 Recommended Budget.

Charles McKee, County Administrative Officer made opening remarks.

7. Report of the Budget Committee and Comments by Board Members.

Luis A. Alejo and Wendy Root Askew of the Budget Committee made comments followed by the other Supervisors.

8. County Administrative Office presentation of the FY 2022-23 Recommended Budget.

Ezequiel Vega, County Budget Director and DeWayne Woods, Assistant County Administrative Officer from the County Administrative Office presented via PowerPoint presentation.

**Public Comments regarding the Recommended Budget & Department Budget Public Hearings**

Open for public comments; Jonathan Dana, Cesar Lara, Edward Macino, Bernie Gomez, Olivia Mardik, Tom Ward, Lisa Colin, Moira LaMountain, Ricardo Diaz, Jr. Ellen Canon, Cathy Rivera, Kathleen Lee, Jackie Atkinta and Arts LMC commented.

**Department Presentations**

9. Departmental Budget Public Hearings Schedule (attached order of Departmental Budget Presentations).

**Finance and Administration (General Government)**

10. **1050 County Administrative Office...pg. 176**

8054 Intergovernmental & Legislative Affairs (CAO004)

Nick Chiulos, Assistant County Administrative Officer, via Zoom, presented via PowerPoint presentation.

11. **1060 Human Resources Departmental...pg. 215**

8401 Employee & Labor Relations (HRD001)

8402 Human Resources Services (HRD001)

8404 Employee Benefits (HRD001)

8445 Human Resources Administration (HRD001)

8496 HR Information System (HRD001)

Irma Ramirez-Bough, Human Resources Director, in person, presented via PowerPoint presentation.

**Recessed to Lunch****Public Safety/Criminal Justice****12. 2300 Sheriff-Coroner...pg. 347**

- 8225 Civil (SHE001)
- 8227 Professional Standards (SHE001)
- 8229 Records and Warrants (SHE001)
- 8233 Custody Administration (SHE006)
- 8234 Court Services (SHE003 & SHE006)
- 8238 Jail Operations and Administration (SHE003 & SHE006)
- 8239 Inmate Programs (SHE003)
- 8242 Enforcement Operations and Administration (SHE001 & SHE006)
- 8245 Coroner & Investigation (SHE001 & SHE006)
- 8246 Narcotics (SHE006)
- 8250 Community Services and Special Enforcement (SHE001)
- 8273 Administration and Indirect Costs (SHE001)
- 8532 Inmate Medical Program (SHE003)

**Sheriff Stephen Bernal, via Zoom, from the Monterey County Sheriff's Office presented via PowerPoint presentation.**

**Land Use and Environment****13. 3200 Public Works, Facilities and Parks...pg. 429**

- 8551 County Disposal Sites (PFP001)
- 8552 Facility Services (PFP054)
- 8553 Utilities (PFP055)
- 8554 Litter Control (PFP002)
- 8555 Special Districts Administration (PFP003)
- 8556 Parks Operations (PFP058)
- 8557 Stormwater/Floodplain Management (PFP061)
- 8558 Road & Bridge Engineering (PFP004)
- 8559 Road & Bridge Maintenance (PFP004)
- 8560 Fish & Game Propagation (PFP059)
- 8561 East Garrison Public Financing Authority (PFP005)
- 8562 East Garrison Community Services District (PFP006)
- 8563 Capital Projects (PFP056)
- 8564 Facility Master Plan Projects (PFP057)
- 8565 Nacimiento Resort/Recreation (PFP060)
- 8566 County Service Areas (PFP007-PFP046 & PFP051)
- 8567 County Sanitation District (PFP047, PFP049, PFP050 & PFP052)
- 8569 Administration (PFP062)

- 8574 Records Retention (PFP063)
- 8575 Courier (PFP064)
- 8576 Mail (PFP064)
- 8577 Fleet Administration (PFP065)
- 8578 Rifle Range (PFP066)
- 8579 Laguna Seca (PFP067)
- 8580 Vehicle Replacement (PFP068)

**Tom Bonigut, Assistant Director of Public Works, Facilities and Parks, in person, presented, via PowerPoint presentation.**

### **Health and Sanitation**

#### **14. 4000 Health...pg. 471**

- 8096 Clinic Services Administration (HEA007)
- 8097 Alisal Health Center (HEA007)
- 8098 Clinic Services NIDO Clinic (HEA007)
- 8099 Laurel Family Practice (HEA007)
- 8100 Laurel Internal Medicine (HEA007)
- 8101 Laurel Pediatrics (HEA007)
- 8103 Marina Health Center (HEA007)
- 8105 Seaside Family Health Center (HEA007)
- 8108 Ambulance Service (HEA010)
- 8109 EMS Operating (HEA006)
- 8111 Uncompensated Care (HEA009)
- 8112 Consumer Health Protection Services (HEA005)
- 8113 Recycling and Resource Recovery Services (HEA005)
- 8115 Land Use (HEA005)
- 8116 Hazardous Materials & Solid Waste Management (HEA005)
- 8117 Environmental Health Fiscal and Administration (HEA005)
- 8118 Public Guardian/Administrator/Conservator (HEA008)
- 8121 Children's Medical Services (HEA004)
- 8123 Community Health Regional Teams (HEA003)
- 8124 Public Health (HEA003)
- 8272 Drinking Water Protection (HEA005)
- 8410 Behavioral Health (HEA012, HEA015 & HEA016)
- 8424 Health Realignment (HEA013)
- 8438 Health Department Administration (HEA014)
- 8442 Animal Services (HEA001)
- 8446 Bienestar Salinas (HEA007)
- 8447 Marina Integrative Clinic (HEA007)
- 8448 Laurel Vista (HEA007)
- 8449 Clinic Services Quality Improvement (HEA007)
- 8450 Customer Service Center (HEA007)
- 8473 Whole Person Care (HEA017)

Elsa Jimenez, Director of Health from the Health Department, in person, presented via PowerPoint presentation.

### Public Assistance

**15. 5010 Social Services...pg. 523**

- 8252 CalWORKS/TANF (SOC001)
- 8253 General Assistance (SOC002)
- 8254 IHSS Wages/Benefits (SOC001)
- 8255 Out of Home Care (SOC001)
- 8257 Community Action Partnership (SOC007)
- 8258 Community Programs (SOC004)
- 8259 IHSS Public Authority (SOC008)
- 8260 Military & Veterans Services (SOC003)
- 8262 Social Services (SOC005)
- 8268 Area Agency on Aging (SOC010)
- 8425 Social Services Realignment (SOC012)
- 8464 Protective Services (SOC011)
- 8498 Office of Employment Training (SOC013)

Lori Medina, Director of Social Services and Jason Cameron, Military & Veteran Affairs Officer, both in person, presented via PowerPoint presentation.

### Recreation and Education Services

**16. 6110 Library...pg. 545**

- 8141 Library (LIB001)

Hillary Theyer, Library Director, in person, presented via PowerPoint presentation.

### Continue the Budget Hearings

The Chair would like to start up the Budget Hearings tomorrow as follows:

First with the Board of Supervisors of the Monterey County Water Resources next would be the Departments that did not present on the Board of Supervisors agenda which would be called for any questions by the Board and last all the other District agendas.

The Board requested that Ezequiel Vega, Budget Director provide an updated spreadsheet on the budget thus far.

The Chair requested a motion to adjourn the Board of Supervisors meetings at 4:48 p.m. and continue the Budget Hearings to Wednesday, June 2, 2022 at 9:00 a.m.

She also reconvened all other agendas of the Board of Supervisors and Board of Directors and requested a motion to continue those agendas to Wednesday, June 2, 2022 at 9:00 a.m.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to: Continue Department Budget Public Hearings to June 2, 2022 at 9:00 a.m. in the Government

Center Building - Board Chambers, 168 W. Alisal Street, 1st Floor, Salinas CA 93901.

ALL AYES

Adjourned

The meeting was adjourned at 4:48 p.m. by Supervisor Mary L. Adams.

**Departments Not Presented****Finance and Administration (General Government)****17. 1000 Board of Supervisors...pg. 159**

- 8012 Board-General (BOA001)
- 8013 District 1 (BOA001)
- 8014 District 2 (BOA001)
- 8015 District 3 (BOA001)
- 8016 District 4 (BOA001)
- 8017 District 5 (BOA001)

**18. 1050 County Administrative Office...pg. 163**

- 8045 Administration & Finance (CAO001)
- 8046 Budget & Analysis (CAO001)
- 8047 Contracts/Purchasing (CAO002)
- 8054 Intergovernmental & Legislative Affairs (CAO004)
- 8056 Office of Emergency Services (CAO005)
- 8440 Office of Community Engagement and Strategic Advocacy (CAO024)
- 8478 Workforce Development Board (CAO030)
- 8514 Economic Development Administration (CAO038)
- 8533 Cannabis (CAO004)
- 8541 Emergency Operations Center (CAO005)

**19. 1050 CAO Non-Departmental...pg. 190**

- 8028 Contributions - Proposition 172 (CAO007)
- 8029 Contributions-Other Agencies (CAO007)
- 8031 Trial Courts (CAO008)
- 8034 Contingencies (CAO020)
- 8035 County Memberships (CAO013)
- 8037 Medical Care Services (CAO016)
- 8038 Other Financing Uses (CAO017)
- 8039 Other General Expenditures (CAO014)
- 8041 Non-Program Revenue (CAO019)
- 8412 Homeland Security Grant (CAO023)
- 8472 Auxiliary Services (CAO027)
- 8506 Enterprise Resource Planning (CAO034)
- 8512 Development Set-Aside (CAO036)
- 8516 Revolving Loan Program (CAO040)
- 8539 Building Improvement and Replacement (CAO047)
- 8568 Equipment Replacement (CAO048)
- 8570 Pension Liability Fund (CAO049)

- 20. 1060 Human Resources Non-Departmental...pg. 226**  
8413 Dental (HRD002)  
8414 Vision (HRD002)  
8415 Employee Assistance Program (HRD002)  
8416 Disability (HRD002)  
8417 Unemployment (HRD002)  
8418 Misc. Benefits (HRD002)  
8419 Other Post-Employment Benefits (HRD002)
- 21. 1080 Civil Rights Office...pg. 235**  
8505 Civil Rights Office (CRO001)
- 22. 1110 Auditor-Controller Departmental...pg. 239**  
8011 Auditor Controller (AUD001)  
8372 Disbursements (AUD001)  
8373 Systems Management (AUD001)  
8374 General Accounting (AUD001)  
8375 Internal Audit (AUD001)
- 23. 1110 Auditor-Controller Non-Departmental...pg. 251**  
8007 PIC Debt Service (AUD005)  
8010 Annual Audits (AUD002)
- 24. 1170 Treasurer-Tax Collector...pg. 255**  
8263 Property Tax (TRE001)  
8264 Revenue (TRE001)  
8266 Treasury (TRE001)
- 25. 1180 Assessor-County Clerk-Recorder...pg. 265**  
8003 Assessor (ACR001)  
8004 Clerk/Recorder (ACR002 & ACR003)
- 26. 1210 County Counsel Departmental...pg. 275**  
8057 County Counsel (COU001)  
8407 Risk Management (COU002)
- 27. 1210 County Counsel Non-Departmental...pg. 283**  
8405 Grand Jury (COU005)  
8408 General Liability (COU003)  
8409 Workers' Compensation (COU004)  
8429 Enterprise Risk (COU006)
- 28. 1300 Clerk of the Board...pg. 289**  
8019 Assessment Appeals Board (COB001)

8020 Clerk of the Board (COB001)

**29. 1410 Elections...pg. 295**

8064 Elections (ELE001)

**30. 1930 Information Technology...pg. 307**

8432 ITD Administration (INF002)

8433 Applications (INF002)

8434 Service Delivery (INF002)

8436 Infrastructure (INF002)

8437 Security (INF002)

8439 Information Technology (INF002)

**Public Safety/Criminal Justice**

**31. 1520 Emergency Communications...pg. 299**

8426 Emergency Communications (EME002)

8480 NGEN Operations & Maintenance (EME003)

8507 Emergency Communications (EME004)

**32. 2240 District Attorney...pg. 321**

8062 Civil (DIS001)

8063 Criminal (DIS001 & DIS002)

8573 King City (DIS001)

**33. 2250 Child Support Services...pg. 331**

8018 Child Support Services (CHI001)

**34. 2270 Public Defender...pg. 337**

8168 Alternate Defenders Office (PUB001)

8169 Public Defender (PUB001 & PUB002)

**35. 2550 Probation...pg. 383**

8162 Alternative Programs (PRO001 & PRO002)

8163 Juvenile Hall (PRO001)

8164 Youth Center (PRO001 & PRO002)

8165 Adult Probation (PRO001 & PRO002)

8166 Juvenile Probation (PRO001 & PRO002)

8167 Probation Administration (PRO001)

**Land Use and Environment**

**36. 2810 Agricultural Commissioner...pg. 403**

8001 Agriculture/Weights & Measures (AGR001)

**37. 3100 Housing and Community Development...pg. 411**

- 8542 HCD Administration (HCD001)
- 8543 Community Development (HCD002)
- 8544 Inclusionary Housing (HCD003)
- 8545 Community Development Reuse (HCD004)
- 8546 Community Development Grant (HCD005)
- 8547 Castroville/Pajaro Housing Set-Aside ((HCD006)
- 8548 Boronda Housing Set-Aside (HCD007)
- 8549 East Garrison Developer Reimbursements (HCD008)
- 8550 Fort Ord Habitat Management (HCD009)
- 8583 Fort Ord Housing Set-Aside (HCD011)
- 8584 East Garrison Housing Set-Aside (HCD012)

**Recreation and Education Services****38. 6210 Cooperative Extension...pg. 551**

- 8021 Cooperative Extension (EXT001)
- 8022 Cooperative Ext-Reimbursed Projects (EXT001)

**Natividad Medical Center****39. 9600 Natividad Medical Center...pg. 557**

- 8142 Natividad Medical Center (NMC001 & NMC002)

**40. 1050 CAO Non-Departmental...pg. 190**

- 8034 Contingencies (CAO020)

**Supplemental****41.****Supplemental****Scheduled Matters - Revised Board Report**

4. a. Consider commercial cannabis business tax rate options to amend the commercial cannabis business tax structure, rates, and penalties and interest while reviewing budgetary impacts to each option; and
- b. Direct the Cannabis Program to return to the Board of Supervisors for consideration of an amendment to Monterey County Code Chapter 7.100 with the approved amended commercial cannabis business tax rates; and
- c. Provide further direction as appropriate.

# Monterey County

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



## Meeting Minutes - Draft

Thursday, June 2, 2022

9:00 AM

### Board of Supervisors

*Chair Supervisor Mary L. Adams - District 5  
Vice Chair Supervisor Luis A. Alejo - District 1  
Supervisor John M. Phillips - District 2  
Supervisor Chris Lopez - District 3  
Supervisor Wendy Root Askew - District 4*

**9:00 A.M. - Call to Order**

The meeting was called to order by Chair Supervisor Mary L. Adams.

**Roll Called**

Present: 5 - Supervisor Mary L. Adams, Supervisor John M. Phillips, Supervisor Chris Lopez, Supervisor Wendy Root Askew and Supervisor Luis A. Alejo appeared in person

**Staff Present**

Charles McKee, County Administrative Officer, Susan Blitch, Assistant Deputy County Counsel and Valerie Ralph, Clerk of the Board appeared in person

**Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

**Public Comments**

Open for public comments; Ms. Mounter and Paul Farmer, via Zoom, commented.

**Departments Not Presented**

Ezequiel Vega, County Budget Director was present to answer any questions from the Board as they called on each Department that did not present.

The Board had no questions on the Departments that did not present.

**Finance and Administration (General Government)****17. 1000 Board of Supervisors...pg. 159**

- 8012 Board-General (BOA001)
- 8013 District 1 (BOA001)
- 8014 District 2 (BOA001)
- 8015 District 3 (BOA001)
- 8016 District 4 (BOA001)
- 8017 District 5 (BOA001)

**18. 1050 County Administrative Office...pg. 163**

- 8045 Administration & Finance (CAO001)
- 8046 Budget & Analysis (CAO001)
- 8047 Contracts/Purchasing (CAO002)
- 8054 Intergovernmental & Legislative Affairs (CAO004)
- 8056 Office of Emergency Services (CAO005)
- 8440 Office of Community Engagement and Strategic Advocacy (CAO024)
- 8478 Workforce Development Board (CAO030)

8514 Economic Development Administration (CAO038)  
8533 Cannabis (CAO004)  
8541 Emergency Operations Center (CAO005)

**19. 1050 CAO Non-Departmental...pg. 190**

8028 Contributions - Proposition 172 (CAO007)  
8029 Contributions-Other Agencies (CAO007)  
8031 Trial Courts (CAO008)  
8034 Contingencies (CAO020)  
8035 County Memberships (CAO013)  
8037 Medical Care Services (CAO016)  
8038 Other Financing Uses (CAO017)  
8039 Other General Expenditures (CAO014)  
8041 Non-Program Revenue (CAO019)  
8412 Homeland Security Grant (CAO023)  
8472 Auxiliary Services (CAO027)  
8506 Enterprise Resource Planning (CAO034)  
8512 Development Set-Aside (CAO036)  
8516 Revolving Loan Program (CAO040)  
8539 Building Improvement and Replacement (CAO047)  
8568 Equipment Replacement (CAO048)  
8570 Pension Liability Fund (CAO049)

**20. 1060 Human Resources Non-Departmental...pg. 226**

8413 Dental (HRD002)  
8414 Vision (HRD002)  
8415 Employee Assistance Program (HRD002)  
8416 Disability (HRD002)  
8417 Unemployment (HRD002)  
8418 Misc. Benefits (HRD002)  
8419 Other Post-Employment Benefits (HRD002)

**21. 1080 Civil Rights Office...pg. 235**

8505 Civil Rights Office (CRO001)

**22. 1110 Auditor-Controller Departmental...pg. 239**

8011 Auditor Controller (AUD001)  
8372 Disbursements (AUD001)  
8373 Systems Management (AUD001)  
8374 General Accounting (AUD001)  
8375 Internal Audit (AUD001)

**23. 1110 Auditor-Controller Non-Departmental...pg. 251**

8007 PIC Debt Service (AUD005)

8010 Annual Audits (AUD002)

**24. 1170 Treasurer-Tax Collector...pg. 255**

8263 Property Tax (TRE001)

8264 Revenue (TRE001)

8266 Treasury (TRE001)

**25. 1180 Assessor-County Clerk-Recorder...pg. 265**

8003 Assessor (ACR001)

8004 Clerk/Recorder (ACR002 & ACR003)

**26. 1210 County Counsel Departmental...pg. 275**

8057 County Counsel (COU001)

8407 Risk Management (COU002)

**27. 1210 County Counsel Non-Departmental...pg. 283**

8405 Grand Jury (COU005)

8408 General Liability (COU003)

8409 Workers' Compensation (COU004)

8429 Enterprise Risk (COU006)

**28. 1300 Clerk of the Board...pg. 289**

8019 Assessment Appeals Board (COB001)

8020 Clerk of the Board (COB001)

**29. 1410 Elections...pg. 295**

8064 Elections (ELE001)

**30. 1930 Information Technology...pg. 307**

8432 ITD Administration (INF002)

8433 Applications (INF002)

8434 Service Delivery (INF002)

8436 Infrastructure (INF002)

8437 Security (INF002)

8439 Information Technology (INF002)

**Public Safety/Criminal Justice**

**31. 1520 Emergency Communications...pg. 299**

8426 Emergency Communications (EME002)

8480 NGEN Operations & Maintenance (EME003)

8507 Emergency Communications (EME004)

**32. 2240 District Attorney...pg. 321**

8062 Civil (DIS001)

8063 Criminal (DIS001 & DIS002)  
8573 King City (DIS001)

- 33. 2250 Child Support Services...pg. 331**  
8018 Child Support Services (CHI001)

- 34. 2270 Public Defender...pg. 337**  
8168 Alternate Defenders Office (PUB001)  
8169 Public Defender (PUB001 & PUB002)

- 35. 2550 Probation...pg. 383**  
8162 Alternative Programs (PRO001 & PRO002)  
8163 Juvenile Hall (PRO001)  
8164 Youth Center (PRO001 & PRO002)  
8165 Adult Probation (PRO001 & PRO002)  
8166 Juvenile Probation (PRO001 & PRO002)  
8167 Probation Administration (PRO001)

#### **Land Use and Environment**

- 36. 2810 Agricultural Commissioner...pg. 403**  
8001 Agriculture/Weights & Measures (AGR001)
- 37. 3100 Housing and Community Development...pg. 411**  
8542 HCD Administration (HCD001)  
8543 Community Development (HCD002)  
8544 Inclusionary Housing (HCD003)  
8545 Community Development Reuse (HCD004)  
8546 Community Development Grant (HCD005)  
8547 Castroville/Pajaro Housing Set-Aside ((HCD006)  
8548 Boronda Housing Set-Aside (HCD007)  
8549 East Garrison Developer Reimbursements (HCD008)  
8550 Fort Ord Habitat Management (HCD009)  
8583 Fort Ord Housing Set-Aside (HCD011)  
8584 East Garrison Housing Set-Aside (HCD012)

#### **Recreation and Education Services**

- 38. 6210 Cooperative Extension...pg. 551**  
8021 Cooperative Extension (EXT001)  
8022 Cooperative Ext-Reimbursed Projects (EXT001)

#### **Natividad Medical Center**

- 39. 9600 Natividad Medical Center...pg. 557**  
8142 Natividad Medical Center (NMC001 & NMC002)

**Closing Presentation by the Budget and Analysis Division**

- 40. 1050 CAO Non-Departmental...pg. 190**  
8034 Contingencies (CAO020)

Ezequiel Vega, County Budget Director from the County Administrative Office made closing remarks on the Budget Hearings.

**Final vote of Board to confirm direction given to staff regarding the budget**

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to accept the recommendations of the Budget staff with the modifications to be adopted at the end of June 2022.

ALL AYES

**Adjourned**

The meeting was adjourned at 12:48 p.m. by Supervisor Mary L. Adams.

# Monterey County

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



## Meeting Minutes - Draft

Tuesday, June 14, 2022

9:00 AM

### Board of Supervisors

*Chair Supervisor Mary L. Adams - District 5  
Vice Chair Supervisor Luis A. Alejo - District 1  
Supervisor John M. Phillips - District 2  
Supervisor Chris Lopez - District 3  
Supervisor Wendy Root Askew - District 4*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Mary L. Adams.

**Roll Called**

Present: 5 - Supervisor Mary L. Adams and Supervisor John M. Phillips, appeared in person, and Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor Luis A. Alejo appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions or corrections to closed session.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
    - (1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): All Units
    - (2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units R and S
    - (3) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): Military & Veteran Affairs Officer
    - (4) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units F and J (ADDED VIA ADDENDA)
  - b. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.
    - (1) Wesley White
  - c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding two matters of significant exposure to litigation.
  - d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) *Richard Storms v. County of Monterey*, (U.S. District Court Case No. 5:20-cv-07913-NC)
  - e. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding appointment for the position of County Administrative Officer.

**Public Comments for Closed Session**

Open for public comments; Trina Tully Rodriguez, Elizabeth Vargas, Jessica Thomas, Aileen Amador, and Kris Paladino, all via Zoom, commented.

**The Board Recessed for Closed Session Agenda Items****10:30 A.M. - Reconvened on Public Agenda Items****Roll Called**

Present: 5 - Supervisor Mary L. Adams, Supervisor John M. Phillips and Supervisor Chris Lopez appeared in person, and Supervisor Luis A. Alejo and Supervisor Wendy Root Askew appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Jacqueline C. Simon, President and Chief Executive Officer of JCS Ventures.

**Additions and Corrections by Clerk**

Due to the need for immediate consideration by the Board of matters which arose after the posting of the agenda, as provided in Section 54954.2 of the California Government Code the Board is asked to make the following addition.

The following additions and corrections were read into the record:

**Other Board Matters:**

To add Item No. 15.1 which is to consider authorizing staff to send a letter of support for a bipartisan gun violence prevention legislative proposal should a proposal be introduced in either the house or senate or any similar legislation at the state level consistent with the recently announced framework.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to add Item No. 15.1 as stated for the record.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

### Ceremonial Resolutions

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips seconded by Supervisor Chris Lopez to adopt Ceremonial Resolutions 2 through 9.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

2. Adopt a resolution recognizing the Monterey County Film Commission on its Thirty-fifth Anniversary. (Supervisor Adams)

**Adopted Resolution No. 22-207**

3. Adopt a resolution proclaiming the Month of June 2022 as Elder and Vulnerable Dependent Adult Abuse Awareness Month in Monterey County. (Supervisor Adams)

**Adopted Resolution No. 22-202**

4. Adopt a resolution honoring Janette Harkness for her dedicated service and passionate commitment to increasing the appreciation of the arts in Monterey County. (Supervisor Adams)

**Adopted Resolution No. 22-203**

5. Adopt a resolution honoring Javier Tamayo for his dedicated service and passionate commitment to increasing the appreciation of the arts in Monterey County. (Supervisor Adams)

**Adopted Resolution No. 22-204**

6. Adopt a resolution honoring Juan L. Sánchez for his dedicated service and passionate commitment to increasing the appreciation of the arts in Monterey County. (Supervisor Adams)

**Adopted Resolution No. 22-205**

7. Adopt a resolution honoring Katharina D'Amore for her dedicated service and passionate commitment to increasing the appreciation of the arts in Monterey County. (Supervisor Adams)

**Adopted Resolution No. 22-206**

8. Adopt a resolution honoring Steven Whyte for his dedicated service and passionate commitment to increasing the appreciation of the arts in Monterey County. (Supervisor Adams)

**Adopted Resolution No. 22-208**

9. Adopt a resolution celebrating the Arts Council for Monterey County's 40th anniversary. (Supervisor Askew)

**Adopted Resolution No. 22-201**

**Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to appoint/reappoint Item Number 10.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

10. Appoint Sandi Austin to the Housing Advisory Committee with a term ending on June 14, 2024. (Nominated By District 2, Supervisor Phillips)

**Appointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

11. See Supplemental Sheet

Open for public comments; no public comments made.

Supervisor Wendy Root Askew commented on Item Number 34 and requested a separate vote be taken on this item and Supervisor John M. Phillips commented on Item No. 40.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to approve Consent Calendar Item Numbers 18 through 55 excluding Item Number 34 which a separate vote will be taken on.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Number 34.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: Abstained  
Chair Supervisor Adams: AYE

### General Public Comments

#### 12. General Public Comments

Open for general public comments for items not on today's agenda; Eloise Shim, Rebecca Dmtryk and Eva Gamble, via Zoom, commented.

### Scheduled Matters

13. a. Receive a status report from the County Communications Program:  
b. Provide direction to staff

Nick M. Pasculli, County Communication Director, in person, presented via PowerPoint presentation.

Open for public comments; no public comments made.

Upon consensus the Board:

Received a status report from the County Communications Program and provided appropriate direction to staff.

### 12:00 P.M. - Recessed to Lunch back into Closed Session

### 1:30 P.M. - Reconvened

### Roll Called

Present: 5 - Supervisor Mary L. Adams, Supervisor John M. Phillips and Supervisor Chris Lopez appeared in person, and Supervisor Luis A. Alejo and Supervisor Wendy Root Askew appeared via video conference

### Staff Present

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### Announcement of Interpreter

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

### New Referrals

#### 14. New Referrals

Charles McKee, County Administrative Officer from the County Administrative office shared there are no new referrals this week.

**Scheduled Matters**

- 15. Public hearing to:
  - a. Certify the Environmental Impact Report prepared for the Mid-Valley Shopping Center Design Approval (SCH#2020090480); and
  - b. Adopt a resolution declaring that the Mid-Valley Shopping Center is an historic resource that qualifies for listing on the Monterey County Register of Historic Resources.  
[Mid-Valley Shopping Center historic determination, Mid Valley Partners, LCC; 9550 Carmel Valley Road, Carmel Valley, CA (APN: 169-243-007-000)]

**Public hearing commenced.**

**Craig Spencer, Housing Community and Development Chief of Planning, in person, presented via PowerPoint presentation.**

**Open for public comments; Luana Conley, Tina C. Empol, Eloise Shim, Larry Bacon, John Heyl, Noel (no last name provided), Rick Manning, and Kip Hopkins, all via Zoom, commented.**

**A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:**

- a. Certify the Environmental Impact Report prepared for the Mid-Valley Shopping Center Design Approval (SCH#2020090480).

**Roll call vote taken pursuant to Government Code 54953:**

- Supervisor Alejo: AYE
- Supervisor Phillips: AYE
- Supervisor Lopez: AYE
- Supervisor Root Askew: AYE
- Chair Supervisor Adams: AYE

**A substitution motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez with Supervisor Wendy Root Askew and Supervisor Mary L. Adams, voting no, to:**

- b. To adopt a Resolution of Intent declaring that the Mid-Valley Shopping Center is not a historic resource that qualifies for listing on the Monterey County Register of Historic Resources; and Directed staff to come back to the Board with the appropriate evidence concerning the designations as stated for the record.

**[Mid-Valley Shopping Center historic determination, Mid Valley Partners, LCC; 9550 Carmel Valley Road, Carmel Valley, CA (APN: 169-243-007-000)]**

**Roll call vote taken pursuant to Government Code 54953:**

- Supervisor Alejo: AYE
- Supervisor Phillips: AYE
- Supervisor Lopez: AYE
- Supervisor Root Askew: NAY
- Chair Supervisor Adams: NAY

**Motion carried 3 to 2**

**Other Board Matters**

**County Administrative Officer Comments**

- 15.1 Consider authorizing staff to send a letter of support for a bipartisan gun violence legislative proposal should a proposal be introduced to either the house or senate or any similar legislation at the state level consistent with the recently announced framework.

**Charles McKee, County Administrative Officer, in person, and Brent Heberlee, via Zoom, verbally presented.**

Open for public comments; no public comments made.

**A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Mary L. Adams to: Authorize staff to send a letter of support for a bipartisan gun violence prevention legislative proposal should a proposal be introduced in either the house or senate or any similar legislation at the state level consistent with the recently announced framework.**

**Roll call vote taken pursuant to Government Code 54953:**

- Supervisor Alejo: AYE**
- Supervisor Phillips: AYE**
- Supervisor Lopez: AYE**
- Supervisor Root Askew: AYE**
- Chair Supervisor Adams: AYE**

- 16. County Administrative Officer Comments

**Charles McKee, County Administrative Officer made no comments this week.**

**Board Comments**

- 17. Board Comments

**Board Comments can be heard by clicking the following link:**

**[http://monterey.granicus.com/EditFile.php?clip\\_id=4542](http://monterey.granicus.com/EditFile.php?clip_id=4542)**

**Read Out from Closed Session by County Counsel**

**CLOSED SESSION REPORT:**

- 1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
    - (1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): All Units
    - (2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units R and S
    - (3) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): Military & Veteran Affairs Officer
    - (4) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units F and J (ADDED VIA ADDENDA)

The Board took no reportable actions on items 1.a.(1)(2)(3)(4)

b. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.

(1) Wesley White

The Board took no reportable actions on items 1.b.

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

The Board took no reportable actions on items 1.c.

d. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Richard Storms v. County of Monterey, (U.S. District Court Case No. 5:20-cv-07913-NC)

The Board took no reportable actions on items 1.d.(1)

e. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding appointment for the position of County Administrative Officer.

The Board took no reportable actions on items 1.e.

**Adjourned**

The meeting was adjourned at 4:30 p.m. by Chair Supervisor Mary L. Adams.

**Supplemental Sheet, Consent Calendar****Natividad Medical Center**

18. Ratify execution by the Chief Executive Officer for Natividad Medical Center (NMC) or his designee of amendment No. 7 to the agreement (A-12637) with Intelligent Medical Objects, Inc. for electronic mapping and standard nomenclature software licenses, support and maintenance services, extending the agreement an additional one (1) year period (retroactive to May 1, 2022 through April 30, 2023) for a revised agreement term of January 28, 2014 through April 30, 2023, and adding \$117,118 for a revised total agreement amount not to exceed \$644,475.

**Approved - Agreement No.: A-12637; Amendment No. 7**

19. Authorize payment of \$415,000 to Medical Information Technology, Inc. (MEDITECH), for cost of annual routine maintenance services on the various MEDITECH electronic health record software system modules implemented at Natividad Medical Center in the amount not to exceed \$369,819, and for cost of new interfaces and enhancements in the amount of \$45,181, for the period of July 01, 2022 through June 30, 2023 and subject to the terms and conditions of the parties' Healthcare Information System Software Agreement dated July 19, 2004.

**Approved - Agreement No.: A-15851**

20. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the Master Agreement (A-12934) with Carefusion Solutions, LLC for rentals of Pyxis supply and pharmaceutical stations at NMC updating terms and conditions associated with software support; and.
- b. Authorize the CEO for NMC or his designee to execute Customer Order 1000173346 with Carefusion Solutions, LLC for a refreshed fleet of rented Pyxis medstations at NMC, applying the terms and conditions of the parties' Master Agreement, for an amount not to exceed \$2,100,000, for a lease term of sixty (60) months after full implementation.

**Approved - Agreement No.: A-12934; Amendment No. 2**

21. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with RJP & Associates, for consulting services in revenue cycle optimization, extending the term of the agreement for an additional two (2) year period (July 1, 2022 through June 30, 2024) for a revised full agreement term of July 1, 2020 through June 30, 2024, and adding \$250,000 for a revised total amount not to exceed \$530,000.

**Approved - Agreement No.: A- 15852; Amendment No. 1**

22. a. Authorize the Chief Executive Officer of Natividad Medical Center (NMC) or his designee authority to execute agreements and/or contract amendments with government, commercial, and private payers of healthcare services for an additional five years through June 30, 2027, for the purpose of adding NMC as an in-network provider of healthcare services for both hospital and professional services and

for establishing reimbursement methodologies used in healthcare payments, subject to County Counsel and Auditor-Controller approval.

b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard risk provisions within the agreements/amendments.

**Approved - Agreement No.: A-15853**

### **Health Department**

- 23.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Memorandum of Understanding A-15567 between Monterey County Health Department, Behavioral Health Bureau (MCBHB) and Monterey County Special Education Local Plan Area to increase the MOU amount by \$1,218,209 for a revised total MOU amount not to exceed \$5,950,371 for the same term July 1, 2021 through June 30, 2022.

**Approved - Agreement No.: A-15567; Amendment No. 2**

- 24.** Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services Director, to execute a California Statewide Agreement for Emergency Medical and Health Disaster Response Mutual Aid and Mutual Assistance Agreement.

**Approved - Agreement No.: A-15854**

- 25.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Memorandum of Understanding A-15466 between Monterey County Health Department, Behavioral Health Bureau (MCBHB) and Salinas Union High School District to add \$5,000 of additional mental health services, for a revised total MOU amount not to exceed \$1,117,072 and extend the term of the MOU for a revised term of August 1, 2021 through June 30, 2022.

**Approved - Agreement No.: A-15466; Amendment No. 1**

- 26.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement between Monterey County Health Department, Behavioral Health Bureau (MCBHB) and FCS, Incorporated to provide search services for psychiatrists and psychiatric nurse practitioners for the provision of mental health treatment services to adults and children with psychiatric impairments and disabilities in the amount of \$98,000 for Fiscal Year (FY) 2022-23 through FY 2024-25, for a total Agreement not to exceed the amount of \$98,000 for the term of July 1, 2022 through June 30, 2025; and
- b. Approve the modified automobile liability insurance and auto insurance endorsement provision, as recommended by the Director of Health; and
- c. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$9,800) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15855**

- 27.** Approve and authorize the Director of Health or Assistant Director of Health to execute an

Amendment No. 3 to the Master License Agreement A-14190 between Monterey County Health Department, Behavioral Health Bureau (MCBHB) and Ovid Technologies, Inc. to provide an Internet-based subscription product of Medical Psychiatry Journals, extending the term to June 30, 2025 for an increased amount of \$38,161.81, for a new total Agreement amount not to exceed \$66,657.81 for the term of January 1, 2019 to June 30, 2025.

**Approved - Agreement No.: A-14190; Amendment No. 3**

28. Approve and Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign Amendment No. 2 to Agreement No. A-14396 with One Workplace L. Ferrari, LLC, DBA Peninsula Business Interiors (PBI), for the purchase of office furniture and office space reconfiguration services, adding \$150,000 for a total Agreement amount of \$650,000 to cover additional services, space design and furniture or office panel systems to reconfigure lobbies and office space for public and staff safety, and extending the term for two (2) years for an extended period from July 1, 2019 through June 30, 2025.

**Approved - Agreement No.: A-14396; Amendment No. 2**

29. Adopt a Resolution to:  
Authorize County of Monterey to opt-out of AB1976, Assisted Outpatient Treatment (AOT), also known as Laura's Law.

**Adopted Resolution No. 22-212**

30. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Monterey County Health Department, Behavioral Health Bureau, Mental Health Services Agreement with A&A Health Services, LLC for the provision of mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a maximum County obligation of \$379,784 for the term of July 1, 2022 through June 30, 2023; and  
b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$37,978) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15856**

31. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Monterey County Health Department, Behavioral Health Bureau, Mental Health Services Agreement with Davis Guest Home, Inc. for the provision of mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a maximum County obligation of \$976,584 for the term of July 1, 2022 through June 30, 2023; and  
b. Approve non-standard Risk terms in Agreement as recommended by the Director of Health; and  
c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$97,658) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15857**

32. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Monterey County Health Department, Behavioral Health Bureau, Mental Health Services Agreement with California Psychiatric Transitions for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$1,838,500 for the term of July 1, 2022 through June 30, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve non-standard terms to the MHS template of the Agreement, specifically the redlining of Sections XIII and XIV for Budget and Expenditure and Cost Reporting, the provisions of which are not applicable to this vendor; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$183,850) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15858**

33. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between Monterey County Health Department, Behavioral Health Bureau (MCBHB) and Door to Hope for the term July 1, 2022 to June 30, 2023 for the provision of family education and mental health services in the amount of \$50,000 for Fiscal Year (FY) 2022-23, for a total Agreement amount not to exceed \$50,000.

**Approved - Agreement No.: A-15859**

34. a. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 between Monterey County Health Department, Behavioral Health Bureau (MCBHB) and Parenting Connection of Monterey County (PCMC) to increase FY 2022-23 funding amount by \$250,000 and increase FY 2023-24 funding amount by \$250,000 for a new total Agreement amount not to exceed \$557,000 for a revised term of April 12, 2022 - June 30, 2024; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$55,700) of the total amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15860; Amendment No. 1**

35. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15265 between Monterey County Health Department, Behavioral Health Bureau (MCBHB) and Alliance on Aging (AOA) for the provision of bilingual and bicultural Senior Peer Counseling services, and to increase Fiscal Year (FY) 2022-23 funding amount by \$200,000, and add \$200,000 in FY 2023-24 for a new total Agreement amount not to exceed \$1,111,972 for the full-term of July 1, 2021 - June 30, 2024.

**Approved - Agreement No.: A-15265; Amendment No. 1**

36. Adopt a Resolution to:
- a. Authorize the Auditor-Controller to execute an operating transfer of \$250,000 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment

- Subaccount (025-0254-4000-HEA013-PH) to fund the Bright Beginnings program (4/5th's vote required); and
- b. Authorize the Auditor-Controller to execute an operating transfer of \$1,218,318 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund Children's Medical Services programs (4/5th's vote required); and
- c. Authorize the Auditor-Controller to execute an operating transfer of \$402,726 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund the Nurse Family Partnership (NFP) and Maternal, Child, and Adolescent Health (MCAH) programs (4/5th's vote required).

**Adopted Resolution No. 22-213**

37. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15302 between Monterey County Health Department, Behavioral Health Bureau (MCBHB) and Interim, Inc. which adds five new programs in Fiscal Year (FY) 2022-23 (Peer Partners for Health Primary Care Integration, Keep it Real Community Outreach and Navigation, Success Over Stigma post-COVID restart, Transportation Coaching, and Academy Day Rehabilitation Program), expands two existing programs (Wellness Navigation Program, and Choices Day Treatment Intensive Program), revises FY 2022-23 rates to reflect increased staff and operational costs that increases FY 2022-23 funding amount by \$5,202,581 for a new total Agreement amount not to exceed \$38,150,450 for the full-term July 1, 2021 - June 30, 2023.

**Approved - Agreement No.: A-15302; Amendment No. 2**

**Department of Social Services**

38. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign Amendment #1 to the agreement with ACTION Council of Monterey County, adding \$836,025 for a revised contract total of \$1,672,050, to provide administration, leadership, and coordination for Differential Response, also known as Pathways to Safety and extending the term to June 30, 2023; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$167,205) of the contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15308; Amendment No. 1**

39. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Seneca Family of Agencies for \$194,018 to support the Resource Family Approval Program throughout Monterey County for the period of July 1, 2022 through June 30, 2023; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$19,401) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15861**

40. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Orphan Productions to administer the Safe Parking and Supportive Services Program, with a contract total \$220,330 for the period of July 1, 2022 through June 30, 2023; and  
b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to (3) amendments to this agreement where the total amendments do not exceed 10% (\$22,033) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15862**

41. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Monterey County Association of Families Caring for Children to coordinate and facilitate Monterey County's Annual Holiday Project for children in foster care in the amount of \$10,156, retroactive to March 1, 2022 for a full term of March 1, 2022 through June 30, 2023; and  
b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$1,015) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15863**

42. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with the Alliance on Aging for Outreach, Ombudsman and Health Insurance Counseling and Advocacy (HICAP) Services for seniors with a contract total of \$592,218 for the period of July 1, 2022 through June 30, 2023; and  
b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$59,221) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15864**

43. a. Approve and authorize the Director or the Assistant Director of the Department of Social Services to execute standard funding agreements and amendments for continued funding from state agencies for designated programs on behalf of the County for the period of January 1, 2022 through September 30, 2024; and  
b. Approve and authorize the Military and Veterans Affairs Officer to execute standard funding agreements and amendments for continued funding from the Department of Veterans Affairs on behalf of the County for the period of July 1, 2022 through June 30, 2024.

**Approved - Agreement No.: A-15865**

- r44. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign Amendment No. 1 to Agreement #5010-79 with Social Solutions Global, Inc. to provide licenses, training and support for the Efforts to Outcomes software extending the term through June 30, 2023 and adding \$42,248 for a revised contract total of \$112,768; and  
b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to the agreement where the total amendments do not exceed 10% (\$11,276) of the

revised contract amount and do not significantly change the terms of the agreement.

**Approved - Agreement No.: A-15065; Amendment No. 1**

**Criminal Justice**

- 45.** a. Approve and authorize the Chief Probation Officer to execute a Standard Agreement with Turning Point of Central California, Inc. to provide employment training and job placement services for adult offenders under the AB 109 Public Safety Realignment plan, in an amount not to exceed \$271,975, for a term of July 1, 2022 to June 30, 2023; and
- b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where each amendment does not exceed ten percent (\$27,197) of the original Agreement amount and does not significantly change the scope of services.

**Approved - Agreement No.: A-15866**

- 46.** a. Approve and authorize the Chief Probation Officer to execute a Standard Agreement with Rancho Cielo, Inc. to provide a job readiness and placement program for AB 109 Public Safety Realignment eligible clients, in an amount not to exceed \$181,166, for a term of July 1, 2022 to June 30, 2023; and
- b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where each amendment does not exceed ten percent (\$18,117) of the original Agreement amount and does not significantly alter the scope of services.

**Approved - Agreement No.: A-15867**

- 47.** a. Approve and authorize the Chief Probation Officer to execute a Standard Agreement with Turning Point of Central California, Inc. to provide transitional housing services for adult offenders eligible for the AB 109 Public Safety Realignment plan, in an amount not to exceed \$598,600, for a term of July 1, 2022 to June 30, 2023; and
- b. Authorize the Chief Probation Officer to sign future amendments to the Agreement where the amendments do not exceed ten percent (\$59,860) of the original Agreement amount and do not significantly change the scope of services.

**Approved - Agreement No.: A-15868**

- 48.** a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Agreement with Telstar Instruments for preventative maintenance and emergency repairs/troubleshooting on sewage grinding equipment, pumps, and controls/sensors, for the term of July 1, 2022 to June 30, 2025, in the amount of \$422,000; and
- b. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign three (3) future one (1) year amendments that do not drastically change the scope of work and increase each amendment by \$140,000 plus 10 percent of the total contract.

**Approved - Agreement No.: A-15869**

**General Government**

49. Adopt a Resolution to:
- Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary range of the Assistant Director of Health Services classification as indicated in Attachment A;
  - Direct the Human Resources Department to implement the changes in the Advantage HRM system.

**Adopted Resolution No. 22-214**

50. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisors to sign Amendment No. 3 to an agreement with Monterey Bay Office Products, Inc., dba Monterey Bay Systems (“MBS”), for the lease of two networked multi-function copiers/printers and related maintenance and supplies, adding \$5,000 for a total contract liability of \$105,000, with no change to the term of August 1, 2015 to June 30, 2022.

**Approved - Agreement No.: A-15571; Amendment No. 3**

51. a. Retroactively declare that four (4) County owned recreational vehicle trailers located at 1160 Broadway, King City, California (also known as San Lorenzo Park) are no longer needed for public purposes by the County of Monterey; and
- b. Ratify the actions of the County Administrative Officer and Authorize the County Administrative Officer to execute any and all documents needed to complete a transfer of the trailers to the City of King, including but not limited to Release of Title, notices or related documents.

**Approved****Housing and Community Development**

52. a. Adopt a Resolution authorizing the Director of Housing and Community Development or designee to apply for, execute related agreements and accept grant funds received from the Federal Highway Administration’s National Scenic Byways Program, via Caltrans, after review and approval as to form by County Counsel.

**Adopted Resolution No. 22-215****Public Works, Facilities and Parks**

53. a. Approve the proposed projects list to submit to the California Department of Transportation (Caltrans) as candidate projects for Cycle 6 Statewide Active Transportation Program (ATP); and
- b. Authorize the Director of Monterey County Public Works, Facilities, & Parks (PWFP), or designee, to act as the agent for the County in processing all documentation to secure these funds.

**Approved**

**54. ITEM REMOVED - DUPLICATE TO AGENDA ITEM No. 53**

**Removed from agenda via addendum/supplemental**

**55. Adopt a resolution to authorize and direct the Auditor-Controller to:**

- a. Amend the Fiscal Year (FY) 2021-22 Adopted Budget for the General Fund, Fund 001, Other Financing Uses Appropriation Unit CAO017, to increase appropriations by \$30,091, to fund increased costs for acceptance and treatment of sewage into the City of Watsonville Wastewater Treatment plant, where the financing source is Cannabis Tax Assignment (001-3132) (4/5th vote required); and
- b. Transfer \$30,091 in FY 2021-22 to PCSD, Fund 151, Appropriation Unit PFP047 from General Fund, Fund 001, Other Financing Uses Appropriation Unit CAO017 (4/5th vote required).

**Adopted Resolution No. 22-216**

**ADDENDA****56. Added under Closed Session**

1. a. (4) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units F and J

**Removed from Public Works Facilities and Parks - Consent****Duplicate Item to Agenda Item No. 53**

54. a. Approve the proposed projects list to submit to the California Department of Transportation (Caltrans) as candidate projects for Cycle 6 Statewide Active Transportation Program (ATP); and b. Authorize the Director of Monterey County Public Works, Facilities, & Parks (PWFP), or designee, to act as the agent for the County in processing all documentation to secure these funds.

# Monterey County

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



## Meeting Minutes - Draft

**Tuesday, June 21, 2022**

**9:00 AM**

### Board of Supervisors

*Chair Supervisor Mary L. Adams - District 5  
Vice Chair Supervisor Luis A. Alejo - District 1  
Supervisor John M. Phillips - District 2  
Supervisor Chris Lopez - District 3  
Supervisor Wendy Root Askew - District 4*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Mary L. Adams.

**Roll Called**

Present: 5 - Supervisor Mary L. Adams, Supervisor Wendy Root Askew and Supervisor John M. Phillips, appeared in person, Supervisor Chris Lopez and Supervisor Luis A. Alejo appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions or corrections to closed session.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
    - (1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): All Units
    - (2) Designated representatives: Irma Ramirez-Bough and Kim Moore  
Employee Organization(s): Military & Veteran Affairs Officer
    - (3) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units R and S
    - (4) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units F, H, J, K, R and X
  - b. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.
  - c. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.
  - d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.
    - (1) Giselle Gianna Guido, a minor by and through her Guardian Ad Litem, Jacqueline Giselle Lopez, et al.
    - (2) Christopher Jones and Karen Hout and Estate of Consuelo Calcagno

e. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

f. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

(1) Property: Laguna Seca Recreation Area

Agency Negotiator(s): Randy Ishii, Director of Public Works Facilities and Parks and Leslie J. Girard, County Counsel

Negotiating Parties: A&D Narigi Consulting LLC and Friends of Laguna Seca

Under negotiation: Price and terms

### **Public Comments for Closed Session**

Open for public comments; no public comments made.

### **The Board Recessed for Closed Session Agenda Items**

### **10:30 A.M. - Reconvened on Public Agenda Items**

#### **Roll Called**

Present: 5 - Supervisor Mary L. Adams, Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor John M. Phillips, appeared in person, and Supervisor Luis A. Alejo appeared via video conference

#### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

#### **Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

#### **Pledge of Allegiance**

The Pledge of Allegiance led by Peter Adame Surf Rider Foundation.

#### **Additions and Corrections by Clerk**

There were no additions or corrections to the agenda.

#### **Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolutions 2 through 5.1.

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**  
**Supervisor Phillips: AYE**  
**Supervisor Lopez: AYE**  
**Supervisor Root Askew: AYE**  
**Chair Supervisor Adams: AYE**

2. Adopt a resolution honoring the life and career of Donald J. Jacop, Sr. (Supervisor Adams)

**Adopted Resolution No. 22-219**

3. Adopt a resolution honoring Carol Cuellar, Human Resources Program Manager on her retirement after thirty-four years of dedicated service to Monterey County. (Supervisor Adams)

**Adopted Resolution No. 22-218**

4. Adopt a resolution recognizing July as Bebe Moore Campbell National Minority Mental Health Awareness Month in Monterey County. (Supervisor Askew)

**Adopted Resolution No. 22-217**

5. Adopt a resolution in appreciation of and recognizing the staff at Salud Para La Gente for their tireless and dedicated work during the COVID-19 pandemic. (Supervisor Phillips)

**Adopted Resolution No. 22-221**

- 5.1 Adopt a resolution designating July as Parks and Recreation Month in the County of Monterey. (Supervisor Adams) (ADDED VIA ADDENDA)

**Adopted Resolution No. 22-220****Appointments**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor John M. Phillips, seconded by Supervisor Wendy Root Askew to appoint/reappoint Item Numbers 6 through 14.2.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**  
**Supervisor Phillips: AYE**  
**Supervisor Lopez: AYE**  
**Supervisor Root Askew: AYE**  
**Chair Supervisor Adams: AYE**

6. Reappoint Ana B. Vargas to the Community Action Commission with a term ending on July 1, 2025. (Nominated By District 3, Supervisor Lopez)

**Reappointed**

7. Reappoint Larry Bacon to the Carmel Valley Road Advisory Committee representing Mid

Valley-Primary with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Reappointed**

8. Reappoint Michael Waxer to the Carmel Valley Road Advisory Committee representing At-Large Business - Primary with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Reappointed**

9. Reappoint Joseph Hertlein to the Carmel Valley Road Advisory Committee representing At-Large Business - Primary with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Reappointed**

10. Reappoint Tom Gano to the Carmel Valley Road Advisory Committee representing Cachagua - Primary with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)  
(CORRECTED VIA SUPPLEMENTAL)

**Reappointed**

11. Reappoint Pat Ward to the Carmel Valley Road Advisory Committee representing Carmel Valley Village - Primary with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Reappointed**

12. Appoint Brad H. Boghosian to the Carmel Valley Recreation & Park District to fill an unexpired term ending on December 31, 2022. (Nominated By The Carmel Valley Recreation & Park District)

**Appointed**

13. Appoint Jeana L. Arnold to the Monterey County Workforce Development Board as a Business Representative with a term ending on June 21, 2025. (Nominated By The Monterey County Workforce Development Board)

**Appointed**

14. Appoint Cindy Merzon to the Monterey County Workforce Development Board representing Economic Development with a term ending on June 21, 2025. (Nominated By The Monterey County Workforce Development Board)

**Appointed**

- 14.1** Appoint Jordan Caballero to the Housing Advisory Committee with a term ending on June 14, 2024. (Nominated By District 2, Supervisor Phillips) (ADDED VIA ADDENDA)

**Appointed**

- 14.2** Appoint Kelly J. Stracke to the Parks Commission with a term ending on June 22, 2026. (Nominated By District 4, Supervisor Askew) (ADDED VIA ADDENDA)

**Appointed****Approval of Consent Calendar – (See Supplemental Sheet)**

- 15.** See Supplemental Sheet

**Open for public comments; Nina Beety, via Zoom, commented.**

**Supervisor Chris Lopez commented on Item Numbers 43, 44 and 46 and Supervisor Wendy Root Askew commented on 51, 84, 90 and 100.**

**A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 30 through 101.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Root Askew: AYE**

**Chair Supervisor Adams: AYE**

**General Public Comments**

- 16. General Public Comments**

**Open for general public comments for items not on today's agenda; no public comments made.**

**Scheduled Matters**

- 17.** Adopt a Resolution to:
- a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to add a 2.5% base wage salary increase for Unit Y effective the first full pay period after July 1, 2022;
  - b. Approve the 2022 Winter Recess for units P, Y and Z (excluding elected officials in unit Y);
  - c. Direct the Auditor-Controller to implement the 2022 Winter Recess for these specific units, and the Human Resources Department to implement the Unit Y base wage salary increases in the

Advantage HRM System.

**Kim Moore, Human Resources Manager, in person, verbally presented.**

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis Alejo to Adopt Resolution No. 22-224 to:

- a. Amend Personnel Policies and Practices Resolution No. 98-394 Appendix A to add a 2.5% base wage salary increase for Unit Y effective the first full pay period after July 1, 2022;
- b. Approve the 2022 Winter Recess for units P, Y and Z (excluding elected officials in unit Y);
- c. Direct the Auditor-Controller to implement the 2022 Winter Recess for these specific units, and the Human Resources Department to implement the Unit Y base wage salary increases in the Advantage HRM System.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

- 18.** Adopt a Resolution levying the Emergency Medical Services System Special Tax for Fiscal Year (FY) 2022-23 at the rate of \$12.00 per service unit.

**Teresa Rios, Bureau Chief and Steve Brooks, Emergency Medical Services Analyst both from the Health Department, via Zoom, verbally presented.**

Open for public comments; not public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis Alejo to Adopt Resolution No. 22-225 to:

Levy the Emergency Medical Services System Special Tax for Fiscal Year (FY) 2022-23 at the rate of \$12.00 per service unit.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

- 19.** Consider adopting a resolution approving the Fiscal Year (FY) 2022-23 Budget for the County of Monterey, incorporating the FY 2022-23 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board at the June 1-2, 2022 Budget Hearings. (CORRECTED VIA SUPPLEMENTAL)

**Ezequiel Vega, County Budget Director, in person, presented via PowerPoint presentation.**

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to Adopt Resolution No. 22-226 to:

---

Approving the Fiscal Year (FY) 2022-23 Budget for the County of Monterey, incorporating the FY 2022-23 Recommended Budget, which includes the County's General Financial Policies, and additional modifications directed by the Board at the June 1-2, 2022 Budget Hearings.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

20. a. Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report);
- b. Provide direction to staff to address COVID-19

Kristy Michie, Assistant Bureau Chief, via Zoom, presented via PowerPoint presentation.

Open for public comments, no public comments made.

Upon consensus the Board received a:

- a. Briefing and update on COVID-19, including impacts, and action, proposals and plans to address (verbal report); and
- b. Provided direction to staff to address COVID-19

**12:00 P.M. - Recessed to Lunch**

**1:30 P.M. - Reconvened**

### **Roll Called**

Present: 5 - Supervisor Mary L. Adams, Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor John M. Phillips, appeared in person, and Supervisor Luis A. Alejo appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

### **Scheduled Matters**

21. Adopt a resolution approving the County of Monterey Capital Improvement Program Five-Year Plan (CIP) for Fiscal Years 2022/23 through 2026/27.

John Snively, Management Analyst III, in person, presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to Adopt Resolution No. 22-227:

Approving the County of Monterey Capital Improvement Program Five-Year Plan (CIP) for Fiscal Years 2022/23 through 2026/27.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

22. a. Receive a status update on the commercial cannabis industry's ability to pay delinquent and current taxes due on or before July 31, 2022;
- b. Consider commercial cannabis business tax options and direct staff on which options to further develop then return to the Board of Supervisors; and
- c. Provide further direction as appropriate.

Joann Iwamoto, Cannabis Program Manager II, in person, presented via PowerPoint presentation.

Open for public comments; Kevin Campener, Chief Jay Brooks, Andrew McCann, all in person, and Robert Roach, Eloise shim, John Louie, Aaron Johnson, Christopher Bunn, Kieran Ringenbug, Michelle Hackett and Joey Espinoza, all via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

- a. Receive a status update on the commercial cannabis industry's ability to pay delinquent and current taxes due on or before July 31, 2022;
- b. Consider commercial cannabis business tax options and direct staff on which options to further develop then return to the Board of Supervisors; and
- c. Provided further direction as appropriate.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

23. **REF220006 DESALINIZATION TREATMENT FACILITY**

- a. Find that an ordinance amending Chapter 10.72 of the Monterey County Code to remove the prohibition on private ownership or operation of a desalinization facility would not have a significant effect on the environment and adopt a Negative Declaration; and
- b. Adopt an ordinance amending Chapter 10.72 of the Monterey County Code to remove the prohibition on private ownership or operation of a desalinization facility.

Ric Encarnacion Bureau Chief of Health and Erik Lundquist, Director of Housing Community and Development, in person, presented via PowerPoint presentation.

Open for public comments; Margaret Carbanal, Eric Tynan, Norm Groot and Joe Desmond, all via Zoom, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:

- a. Find that an ordinance amending Chapter 10.72 of the Monterey County Code to remove the prohibition on private ownership or operation of a desalinization facility would not have a significant effect on the environment and adopt a Negative Declaration; and
- b. Adopt Ordinance No. 5378 amending Chapter 10.72 of the Monterey County Code to remove the prohibition on private ownership or operation of a desalinization facility.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: NAY  
Chair Supervisor Adams: AYE

Motion carried 4 to 1

### Other Board Matters

#### New Referrals

#### 24. New Referrals

Charles McKee, County Administrative Officer, shared there was no new referrals this week.

#### Referral Responses

#### 25. Receive an updated response to *Board Referral No. 2021.30* which directs the Health Department to partner with the K through 12 school system to increase the rate of vaccination among residents aged 5 to 11 years in communities disproportionately affected by COVID-19.

Kristy Michie, Assistant Bureau Chief, via Zoom, presented.

Open for public comments; Nina Beety, via Zoom, commented.

Upon consensus the Board:

Received an updated response to Board Referral No. 2021.30 which directs the Health Department to partner with the K through 12 school system to increase the rate of vaccination among residents aged 5 to 11 years in communities disproportionately affected by COVID-19.

#### 26. Receive an updated written response to *Board Referral No. 2022.06* seeking an increase in funding allocated to the Virus Integrated Distribution of Aid (VIDA) to maintain operations through December 31, 2022.

Elsa Jimenez, Director Health Services, Kristy Michie, Assistant Bureau Chief and Michael Castro, all via Zoom, verbally presented.

Open for public comments, no public comments made.

Upon consensus the Board:

Receive an updated written response to Board Referral No. 2022.06 seeking an increase in funding allocated to the Virus Integrated Distribution of Aid (VIDA) to maintain operations through December 31, 2022.

27. Receive an updated response to **Board Referral No. 2022.11** requesting a comprehensive presentation from the Monterey County Health Department's Behavioral Health Bureau on the current uses of Mental Health Services Act (MHSA) funds, an expenditure plan to utilize reserve funds in the amount of \$55,380,337, and that an annual update be brought to the Board of Supervisors on expenditures and effectiveness of MHSA funded services and strategies.

**Kathryn Eckert, Bureau Chief, via Zoom, verbally presented.**

**Open for public comments; no public comments made.**

**Upon consensus the Board:**

**Receive an updated response to Board Referral No. 2022.11 requesting a comprehensive presentation from the Monterey County Health Department's Behavioral Health Bureau on the current uses of Mental Health Services Act (MHSA) funds, an expenditure plan to utilize reserve funds in the amount of \$55,380,337, and that an annual update be brought to the Board of Supervisors on expenditures and effectiveness of MHSA funded services and strategies.**

#### **County Administrative Officer Comments**

28. County Administrative Officer Comments

**Charles McKee, County Administrative Officer's comments can be heard by clicking the following link:**

**[http://monterey.granicus.com/EditFile.php?clip\\_id=4551](http://monterey.granicus.com/EditFile.php?clip_id=4551)**

#### **Board Comments**

29. Board Comments

**Board Comments can be heard by clicking the following link:**

**[http://monterey.granicus.com/EditFile.php?clip\\_id=4551](http://monterey.granicus.com/EditFile.php?clip_id=4551)**

#### **Read Out from Closed Session by County Counsel**

##### **CLOSED SESSION REPORT**

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

**a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:**

**(1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado**

**Employee Organization(s): All Units**

**(2) Designated representatives: Irma Ramirez-Bough and Kim Moore**

**Employee Organization(s): Military & Veteran Affairs Officer**

**(3) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado**

**Employee Organization(s): Units R and S**

**(4) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado**

**Employee Organization(s): Units F, H, J, K, R and X**

**The Board took no reportable actions on items 1.a.(1)(2)(3)(4)**

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

The Board took no reportable actions on items 1.b.

c. Pursuant to Government Code section 54957(a), the Board will confer with County Counsel regarding matters posing a threat to the security of public buildings, essential public services, or the public's right of access to public services or facilities.

The Board took no reportable actions on items 1.c.

d. Pursuant to Government Code section 54956.9(e)(3), the Board will confer with legal counsel regarding liability claims against the County of Monterey.

(1) Giselle Gianna Guido, a minor by and through her Guardian Ad Litem, Jacqueline Giselle Lopez, et al.

(2) Christopher Jones and Karen Hout and Estate of Consuelo Calcagno

The Board took no reportable actions on items 1.d.(1)(2)

e. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of potential initiation of litigation.

The Board took no reportable actions on items 1.e.

f. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

(1) Property: Laguna Seca Recreation Area

Agency Negotiator(s): Randy Ishii, Director of Public Works Facilities and Parks and Leslie J. Girard, County Counsel

Negotiating Parties: A&D Narigi Consulting LLC and Friends of Laguna Seca

Under negotiation: Price and terms

The Board took no reportable actions on items 1.f.(1)

### Adjourned

The meeting was adjourned in Memory of Justice Nat Agliano at 4:36 p.m. by Chair Supervisor Mary L. Adams.

**Supplemental Sheet, Consent Calendar****Natividad Medical Center**

30. a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Agreement with Lucile Salter Packard Children's Hospital at Stanford (LPCH) to provide medical director services of the Child Advocacy Center (CAC), adding \$78,400 for a revised amount not to exceed \$426,880 in the aggregate, but with no change to the original agreement term September 1, 2021 through August 31, 2023; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$34,848) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15872; Amendment No.: 1**

31. a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Professional Services Agreement with the Regents of the University of California, on behalf of the University of California San Francisco School of Medicine, Department of Medicine (UCSF) to provide family medicine services for the period July 1, 2022 to June 30, 2024 for an amount not to exceed \$540,000; and
- b. Authorize the Deputy Purchasing Agent for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not exceed ten percent 10% (\$54,000) of the original contract amount.

**Approved - Agreement No.: A-15873**

32. a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Third Amendment to the Professional and Call Coverage Services Agreement (A-13164) with Central Coast Head & Neck Surgeons to provide otolaryngology and audiology services, extending the term by twenty-four months (July 1, 2022 to June 30, 2024) for a full revised term of July 1, 2016 to June 30, 2024, and adding \$1,500,000 for a revised amount not to exceed \$6,000,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$150,000) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-13164; Amendment No.: 3**

33. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Toyon Associates, Inc. for Rural Floor Budget Neutrality Appeals Services, Medicare/Medicaid Crossover Bad Debt Recovery Services, Medicare /Medi-Cal Appeals Services, OSHPD Report Preparation Services, Medical Eligible Day Services (POA/Historical), Medicare/Medi-Cal/Short Doyle Cost report Preparation Services, and associated Consulting

services, for a total agreement amount not to exceed \$850,000, and an agreement term of July 1, 2022 through June 30, 2024.

b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard automobile insurance provisions within the agreement.

**Approved - Agreement No.: A-15874**

- 34.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Third Amendment to the Professional Services Agreement (A-13218) with CEP America-California, d.b.a. Vituity to provide emergency medicine services, extending the term by twenty-four months (July 1, 2022 to June 30, 2024) for a revised full agreement term of July 2016 to June 30, 2024, adding \$3,725,000, for a revised amount not to exceed \$14,026,277 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$301,266) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-13218; Amendment No.: 3**

- 35.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the First Amendment to the Professional and Call Coverage Services Agreement (A-14763) with Joel Weinstein MD to provide general surgery services at Natividad, extending the term by twenty-four months (July 1, 2022 to June 30, 2024) for a revised full agreement term of July 1, 2020 to June 30, 2024, and adding \$500,000 for a revised not to exceed amount of \$1,300,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$80,000) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-14763; Amendment No.: 1**

- 36.** Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement with Huffmaster Crisis Response, Inc. for nurse and allied professional staffing services in the event of an emergent staffing crisis at NMC, to add \$350,000 for a revised total agreement amount not to exceed \$901,988, until the conclusion of the staffing need.

**Approved - Agreement No.: A-15495; Amendment No. 2**

- 37.** Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-13194) with SPOK, Inc. for paging services, extending the agreement an additional one (1) year period (July 1, 2022 through June 30, 2023) for a revised full agreement term of July 1, 2016 through June 30, 2023, and adding \$60,000 for a revised total agreement amount not to exceed \$423,000. (ADDED VIA ADDENDA)

**Approved - Agreement No.: A-13194; Amendment No.: 3**

- 37.1** a. Approve and authorize the Chief Executive Officer ("CEO") for Natividad Medical Center

("NMC") or his designee to execute an Asset Purchase Agreement with Family Care Medical Group, Inc. ("Family Care"), to purchase the assets of the Family Care medical practice located at 17615 Moro Road, Salinas, California, 93907 for a purchase price of \$300,000;

b. Approve and authorize the CEO for NMC or his designee to execute a Medical Office Lease with Drs. Steven and Catherine Petronijevic, on substantially the same terms as presented, for 5,381 square feet of medical office space for the operation by County of Monterey of a family medical practice within a medical office building owned by the Petronijevics and located at 17615 Moro Road, Salinas, California, 93907, for the period September 20, 2022 through September 19, 2027 at the monthly rate of: (a) for years one through three of the lease, \$23.00 per square foot for a total of \$10,313.58 per month; and (b) for years four through five of the lease, \$23.69 per square foot for a total of \$10,622.99 per month;

c. Authorize the CEO for NMC or his designee to execute the one-year Professional Services Agreement with Family Care ("Group-PSA"), to provide family medicine services at the family medical practice, which shall become effective on the date the agreement is signed by all parties with services commencing on a go-live date of September 20, 2022 for an amount not to exceed \$500,000;

d. Authorize the CEO for NMC or his designee to execute the one-year Professional Services Agreement with Adelheid Ebenhoech, M.D. ("Individual-PSA") to provide family medicine services at the County's family medical practice, which shall become effective on the date the agreement is signed by all parties with services commencing on a go-live date of September 20, 2022 for an amount not to exceed \$300,000;

e. Authorize the CEO for NMC to execute up to two future amendments to each of the Group-PSA and the Individual-PSA, provided that the amendments do not significantly change the scope of work, and, as to each PSA, the amendments in total do not exceed ten percent (10%);

f. Authorize the CEO for NMC to execute an Assignment and Assumption Agreement, on substantially the same terms as presented, pursuant to which all rights, title, and interest in an athenahealth Master Services Agreement dated November 26, 2014 and related data from tablespace 10227 contained in the athenaNet System shall be transferred from Family Care to the County of Monterey, with an Assignment Effective Date of September 20, 2022; and

g. Authorize a total contract liability of \$300,000 for the period September 20, 2022 through November 25, 2024 for the athenahealth Master Services Agreement, which by its terms is automatically renewable by additional consecutive one-year terms and terminable based on 90 days' notice.

**Approved - Agreement No.: A-15875 - Asset Purchase Agreement with Family Care Medical Group, Inc.;**

**Approved - Agreement No.: A-15876 - Medical Office Lease Agreement;**

**Approved - Agreement No.: A-15877 - Professional Services Agreement with Adelheid Ebenhoech, M.D.**

**Approved - Agreement No.: A-15878 - Assignment and Assumption Agreement**

**Approved - Agreement No.: A-15879 - Athenahealth Master Services Agreement**

### Health Department

38. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to Mental Health Services Agreement A-15539 between County of Monterey and Center for Community Advocacy, for the provision of culturally specific mental health prevention and early

intervention services for unserved adults, children and families for the increased amount of \$394,229 (\$141,989 for Fiscal Year (FY) 2021-22, \$293,109 for FY 2022-23, and \$243,109 for FY 2023-24), for an updated agreement amount not to exceed \$678,207 for the extended term of July 1, 2021 through June 30, 2024.

**Approved - Agreement No. A-15539; Amendment No.: 1**

- 39.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Standard Agreement between County of Monterey and EVALCORP for the provision of evaluation services for a total Agreement not to exceed \$1,474,000 for the term beginning July 1, 2022 through June 30, 2026; and
- b. Authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$147,400) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15880**

- 40.** Adopt the Monterey County Mental Health Services Act Fiscal Year 2022-23 Annual Update.

**Approved**

- 41.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Mental Health Services Agreement between County of Monterey and Telecare Corporation for the provision of skilled nursing services to Monterey County adults with primary diagnoses of organic brain syndrome, traumatic brain injury, medical debilitation, and severe mental illness, for a maximum County obligation of \$584,421 for the term of July 1, 2022 through June 30, 2023; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$58,442) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15881**

- 42.** Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services Agency Director to execute Amendment No. 3 to the Electronic Patient Care Reporting (ePCR) Agreement between the County of Monterey and ESO Solutions, Inc. to amend the scope of work to implement a bi-directional integration of Health Data Exchange (HDE) with Monterey County hospital participants, add a one-time fee of \$9,995 for the HDE implementation, and to increase the total Agreement amount for an amount not to exceed \$713,141.00.

**Approved - Agreement No.: A-13507; Amendment No.: 3**

- 43.** a. Approve and authorize the Director of Health or the Assistant Director of Health to sign an Agreement for the use of the Animal Services Center and the provision of other animal services between the County of Monterey and California State University, Monterey Bay (CSUMB), for a term effective July 1, 2022 through June 30, 2024; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of

work.

**Approved - Agreement No.: A-15882**

44. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and the City of Del Rey Oaks (City), for the term of July 1, 2022 to June 30, 2024 for the use of the Animal Services Center and the provision of other animal services; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**Approved - Agreement No.: A-15883**

45. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new one-year Agreement between County of Monterey and Crestwood Behavioral Health, Inc. for the provision of mental health services for adults with severe psychiatric disabilities, for a maximum County obligation of \$1,076,750 for the term of July 1, 2022 through June 30, 2023; and
- b. Approve the Director of Health's recommendation to accept non-standard indemnification, where County assumes liability in the event of claims, liabilities, or losses caused by any County negligence or willful misconduct; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve non-standard terms to the MHS template of the Agreement, specifically the redlining of Sections XIII and XIV for Budget and Expenditure and Cost Reporting, the provisions of which are not applicable to this vendor; and
- d. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$107,675) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15884**

46. a. Approve and authorize a Fair Share Agreement Memorandum of Understanding (MOU) between the County of Monterey and the Monterey Regional Waste Management District (MRWMD) regarding technical assistance and compliance with California Senate Bill 1383; and
- b. Approve and authorize the Director of Health to sign the MOU; and
- c. Authorize the payment provisions as contained in the MOU.

**Approved - Agreement No.: A-15885**

**Department of Social Services**

47. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Community Human Services for operation of an emergency shelter for women and families with children for the period July 1, 2022 to June 30, 2023 for a contract amount of \$100,000; and
- b. Approve and authorize the Director or Assistant Director of the Department of Social Services to

sign an agreement with Community Human Services for operation of a year-round shelter for young adults ages 18-24 on the Monterey Peninsula for the period of July 1, 2022 to June 30, 2024 for a contract amount of \$60,000; and

c. Authorize the Director or Assistant Director of the Department of Social Services to sign up to (3) amendments to these agreements where the total amendments do not exceed 10% of the contract amounts, \$10,000 and \$6,000 respectively, and do not significantly change the scopes of work.

**Approved -**

**Agreement No.: A-15886 - Shelter for women and families with children**

**Agreement No.: A-15887 - Shelter for young adults ages 18-24**

48. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to execute an agreement with Coalition of Homeless Services Providers for coordination and management of components of Monterey County's homelessness response services for the period of July 1, 2022 to June 30, 2023 in the amount of \$670,000; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$67,000) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15888**

49. a. Approve and authorize the Chair of the Board of Supervisors to sign Amendment #1 to the Agreement with Central California Alliance for Health to provide health plan benefits for eligible In-Home Supportive Services providers, adding \$5,479,681 for a revised contract total of \$8,979,786 and extending the term through June 30, 2023; and
- b. Authorize the Chair of the Board of Supervisors to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$897,978) of the revised contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15870; Amendment No.: 1**

50. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with the Mexican American Opportunity Foundation for \$711,388, to provide childcare services to foster youth placed in family care settings for the period of July 1, 2022 through June 30, 2024; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$71,138) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15889**

51. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign Amendment #3 to the agreement with Bay Area Community Services (BACS) to operate the Salinas Housing Advancement, Resource and Education (SHARE) Center, extending the term through June 30, 2023 and adding \$1,804,305 for a total contract amount of \$3,259,643; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$325,964) of the

contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15226; Amendment No.: 3**

52. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement for \$1,032,000 with Aspiranet for operation of the Cherish Receiving Center for the period of July 1, 2022 through June 30, 2023; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$103,200) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15890**

53. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Aspiranet for staffing and support of the Visitation Center component of Family Reunification for the period of July 1, 2022 through June 30, 2023 in the amount of \$472,432; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to (3) amendments to this agreement where the total amendments do not exceed 10% (\$47,243) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15891**

54. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to execute an agreement with University Corporation at Monterey Bay for \$250,000 to operate a county-wide homeless outreach and engagement services system for the period of July 1, 2022 through June 30, 2023 with nonstandard termination and indemnification terms; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$25,000) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15892**

55. a. Approve and authorize the Chair of the Board to sign and ratify a zero cost Memorandum of Understanding with the San Mateo County Human Services Agency to continue as the lead for the Bay Area Consortium for the Cash Assistance Program for Immigrants for the period of July 1, 2022 through June 30, 2026; and
- b. Authorize the Chair of the Board to sign up to three (3) amendments to this agreement where the amendments do not encompass payment or significantly change the scope of work.

**Approved - Agreement No.: A-15893**

56. a. Authorize the Contracts/Purchasing Officer, under the terms of Region 4 Education Service Center Cooperative Agreement R191104, to sign and approve purchase orders for the maintenance of and components for printers and copiers from Xerox Corporation retroactive to April 1, 2021, for a full term of April 1, 2021 to March 31, 2024, with non-standard indemnification, warranty and liability

terms for a total contract amount of \$215,000; and

b. Authorize the Monterey County Contracts/Purchasing Officer to approve modifications to the purchase orders where the modifications do not exceed 10% (\$21,500) of the total contract amount.

**Approved - Agreement No.: A-15894**

57. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with TMD Creative for the provision of outreach, marketing, website design, and technical assistance services in the amount of \$165,390 for the period of July 1, 2022 through June 30, 2023; and

b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$16,539) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15895**

58. Approve the proposed amendments to the Bylaws of the Area Agency on Aging Advisory Council.

**Approved**

59. Adopt a resolution to authorize and Direct the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget by increasing appropriations and revenues by \$108,585 in Social Services - Area Agency on Aging's Budget, Fund 001, Appropriation Unit SOC010 funded by an increase in California Department of Aging (CDA) funding to support various programs (4/5ths vote required).

**Adopted - Resolution No.: 22-229**

60. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign amendment #1 to Agreement #5010-197 with the City of Salinas to provide non-congregate shelter, wrap around services, and rapid re-housing to individuals experiencing homelessness, extending the term through June 30, 2023, and adding \$2,062,293 for a revised total contract amount of \$3,858,925; and

b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$385,892) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15896**

### **Criminal Justice**

61. a. Approve and authorize the Chief Probation Officer to execute a non-standard Agreement with Planned Parenthood Mar Monte (PPMM) to provide program funding and training for Power Though Choice Program (PTC) for the term of July 1, 2022 to June 30, 2023; and

b. Authorize the Chief Probation Officer to sign associated documentation and future amendments to the Agreement where each amendment does not significantly alter the scope of services.

**Approved - Agreement No.: A-15871**

62. a. Approve and authorize the Chief Probation Officer to execute a Memorandum of Understanding (MOU) with the Monterey County Office of Education for reimbursement for services for the Salinas Community School program at Rancho Cielo in the amount of \$100,000, for a term of July 1, 2022 through June 30, 2023; and
- b. Authorize the Chief Probation Officer to sign future amendments to the MOU where each amendment does not exceed ten percent (\$10,000) of the original MOU amount and does not significantly change the scope of services.

**Approved - Agreement No.: A-15897**

63. a. Approve and authorize the Contracts/Purchasing Officer to execute a Professional Services Agreement (“PSA”) with Elliott S. Sanford for legal representation in indigent juvenile criminal cases, through the Alternate Defenders Office, with a term of July 1, 2022 through June 30, 2023, in the amount of \$86,231; and
- b. Approve non-standard insurance provisions in PSA, as recommended by the Public Defender.
- c. Approve and authorize the Contracts/Purchasing Officer to execute up to three (3) amendments, extending the terms of each by one (1) fiscal year per amendment, provided there is no significant change to the scope of work or increase in cost that exceeds ten percent (\$8,623) of the original amount of the Agreement.

**Approved - Agreement No.: A-15898**

64. a. Approve and authorize the Contracts/Purchasing Officer to execute a Professional Services Agreement (“PSA”) with the Law Office of William Scott Erdbacher, to provide case management and case supervision for the Alternate Defender Office with a term of July 1, 2022 through June 30, 2023. in the amount of \$126,000; and
- a. Approve non-standard insurance provisions in PSA, as recommended by the Public Defender; and
- c. Approve and authorize the Contracts/Purchasing Officer to execute up to three (3) amendments, extending the term of each by one (1) fiscal year per amendment, provided there is no significant change to the scope of work or increase in cost that exceeds ten percent (\$12,600) of the original amount of the Agreement.

**Approved - Agreement No.: A-15899**

65. a. Approve and authorize the Contracts/Purchasing Officer to execute Amendment No. 1 to each of the Professional Services Agreements (“PSA”) with the following attorneys, for legal representation in indigent adult and/or juvenile criminal cases, through the Alternate Defender’s Office, extending the term of each PSA by one year, for a total revised term of July 1, 2021 through June 30, 2023, and adding the following amounts: Jeffrey Gobell adding \$96,731; Kelly Duncan, adding \$88,200; Jan Lindberg, adding \$100,800; Tara Higgins, adding \$108,675; Richard West, adding \$108,675; and Monique Hill, adding \$108,675 for a total aggregate liability of \$1,194,381; and
- b. Approve and authorize the Contracts/Purchasing Officer to execute up to three (3) amendments to

these PSAs, extending the term of each by one (1) fiscal year per amendment, provided there is no significant change to the scope of work or increase in cost that exceeds ten percent (10%) of the original amount of each PSA.

**Approved - Agreement No.: A-15900**

**66.**

a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign Amendment 3 with GEO Reentry Services, LLC, a wholly owned subsidiary of The GEO Group, Inc., for the period of July 1, 2022 through June 30, 2023 in the amount of \$297,000, for a new not to exceed amount of \$1,791,000.

**Approved - Agreement No.: A-14944; Amendment No.: 3**

**67.**

a. Approve and Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign sole-source Agreement with Jesse Aguirre, Doing Business as J.K. Mortuary Services for on-call pick up, transport and delivery of deceased remains for the coroner for the period of July 1, 2022 - June 30, 2025, in the amount of \$600,000; and

b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign two (2) one (1) year amendments to the agreement where the amendments do not significantly change the scope of work, and where the cost of the amendment does not exceed \$200,000 plus 10% of the total contract amount.

**Approved - Agreement No.: A-15901**

### **General Government**

**68.**

a. Approve and Authorize the Library Director or her Designee, to sign a Professional Services Agreement (PSA) with Envisionware, Inc., for library automation software and purchase of hardware equipment (self-check machines), in the amount not to exceed \$130,000, for the period of three years beginning July 1, 2022, through June 30, 2025; and

b. Approve non-standard risk provisions in PSA and in End User License Agreement, Exhibit B to PSA, as recommended by the Library Director; and

c. Authorize the Library Director or his/or her Designee, to execute up to one future Amendment to this agreement that does not significantly change the scope of work and does not cause an increase of more than 10% (\$13,000) of the original contract amount.

**Approved - Agreement No.: A-15902**

**69.**

a. Ratify the execution by the County Contracts/Purchasing Officer, while performing the functions and duties as the EOC Logistic Section Chief, of standard services agreements with food, sanitation, decontamination/custodial and transportation vendors to address the COVID-19 Pandemic, as outlined in the attached Exhibit A, for periods between March 18, 2020, through June 30, 2023.

b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor, to execute amendments to the agreements in an amount not to exceed 10% of the aggregate total of each

agreement, that does not substantially change the scope of the agreement, during the pendency of identified emergencies.

**Approved**

70. a. Authorize the Chief Information Officer, or his designee, to execute an Agreement with Cruzio Internet, to build, deploy, operate, and maintain broadband services to unserved and underserved areas in Monterey County, set forth in Request for Proposal (RFP) Number 10819, in the amount of \$320,333 for the term of June 21, 2022 through December 31, 2024; and
- b. Authorize the Chief Information Officer the option to extend the agreement up to three (3) additional up to three (3) additional amendments to this Agreement, extending the term by one year, where the additional costs per year do not exceed ten percent (10%) of the cost of the prior year, subject to County Counsel review, and provided that the terms and conditions of the agreement remain substantially the same.

**Approved - Agreement No.: A-15903**

71. a. Approve and authorize the Chief Information Officer or his designee to execute a Standard Agreement with Vatsula Visuals for broadcast and production services in an amount not to exceed \$150,000, for the term of July 1, 2022, through June 30, 2023; and
- b. Approve and authorize the Chief Information Officer or his designee to execute up to one (1) extension of the Agreement of one (1) year if needed, subject to County Counsel review, provided there is no significant change in Agreement terms and provided any increase in cost is limited to no more than ten (10) percent of the yearly amount (\$15,000 maximum increase).

**Approved - Agreement No.: A-15904**

72. Approve the Memorandum of Understanding (MOU) for the Monterey County Sheriffs' Management Association (MCSMA) Unit C for the period July 1, 2021 through June 30, 2024.

**Approved - Agreement No.: A-15905**

73. Approve the Memorandum of Understanding (MOU) for the Monterey County Probation Managers' Association (MCPMA) Unit L for the period July 1, 2021 through June 30, 2024.

**Approved - Agreement No.: A-15906**

74. Approve the Memorandum of Understanding (MOU) for the Monterey County Probation Association (MCPA) Unit M&N for the period July 1, 2021 through June 30, 2024.

**Approved - Agreement No.: A-15907**

75. a. Approve and authorize the Chief Information Officer to sign a Standard Agreement for maintenance services, technical support and system upgrades of the Monterey County Mitel telephone system with D&S Communications, Inc., for an amount not to exceed \$258,000, retroactive to May 1, 2022, through July 1, 2023; and
- b. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents

as are necessary to implement the Agreement; and

c. Approve and authorize the Chief Information Officer to execute up to two (2) future amendments to this Agreement, extending the term by one (1) year each, subject to County Counsel review, provided the terms of the Agreement remain substantially the same and provided the additional costs per year do not exceed ten percent (10%) of the cost of the prior year.

**Approved - Agreement No.: A-15908**

76. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisors to sign a Renewal and Amendment No. 1 with Monterey Bay Office Products, Inc., dba Monterey Bay Systems (“MBS”), for the lease of one printer and related maintenance and supplies, extending the term to March 31, 2025 for a revised full term of March 16, 2019 through March 31, 2025, and increasing the agreement by \$12,600 for a total contract liability of \$18,200.

**Approved - Agreement No.: A-15909; Amendment No.: 1**

77. Adopt a Resolution to Approve a Zero Property Tax Transfer for the Proposed Marina Coast Water District Updated Sphere of Influence Amendment and Annexation Proposal for APN 031-151-054 located in the Campus Town Specific Plan area, City of Seaside.

**Adopted - Resolution No.: 22-223**

78. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Countywide Service Agreements to provide HVAC Equipment and Control Repair Services based on the criteria set forth in RFP #10749. The agreements are between the County of Monterey and the three (3) named vendors as follows: Val’s Plumbing & Heating, Inc, Honeywell International, Inc., and ACCO Engineered Systems-Wilson, Inc. dba Geo H. Wilson Mechanical Contractors on an as-needed basis for the initial term of three (3) years from July 1, 2022 through and including June 30, 2025 with the option to extend the agreements for two (2) additional one (1) year periods, for a total not to exceed a maximum five (5) year Agreement. The aggregate amount over the term of all Agreements shall not exceed \$950,000, in accordance with the terms and conditions set within each Agreement; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute, after one year, similar additional Agreements for HVAC Equipment and Control Repair Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate June 30, 2025; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to increase the cumulative “not to exceed” amount by up to 10% of the original aggregate amount, or \$95,000, even if no additional Agreements are entered into.

**Approved -**

**Agreement No.: A-15910 - Val’s Plumbing & Heating, Inc**

**Agreement No.: A-15911 - Honeywell International, Inc.**

**Agreement No.: A-15912 - Geo H. Wilson Mechanical Contractors**

79. Approve the proposed amended bylaws of the Economic Opportunity Committee.

**Approved**

80. a. Approve and authorize the Contracts Purchasing Officer, or designee, to execute Amendment No. 2 to the Agreement with CliftonLarsonAllen LLP to provide audit services of the County's financial statements, Single Audits, and non-ACFR entities for an additional 12 month period, for a revised term of August 1, 2018 to June 30, 2023, and adding \$171,940 for the additional one year term, for a revised total agreement amount not to exceed \$845,400 for the term August 1, 2018 through June 30, 2023; and
- b. Approve and authorize the Contracts Purchasing Officer, or designee, to approve up to two (2) future amendments that do not exceed ten percent (10%) and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15572; Amendment No.: 2**

81. a. Approve and authorize the Agricultural Commissioner to sign a Memorandum of Understanding (MOU) with the Grower Shipper Association Foundation not to exceed \$50,000, to provide support of agricultural education efforts in Monterey County, and;
- b. Authorize the Auditor-Controller to make payments in accordance with the terms of the MOU.

**Approved - Agreement No.: A-15913**

82. a. Approve and authorize the Auditor-Controller to increase FY 2021-22 revenues and appropriations in the Agricultural Commissioner's Office Budget (001-2810-AGR001-8001) by \$674,133, financed by Mill Tax revenue; (4/5ths Vote Required)

**Adopted - Resolution No.: 22-230**

83. Approve and authorize the County Counsel to execute a renewal and amendment no. 2 to the professional services agreement with Marsh USA, Inc. dba Marsh Risk and Insurance Services, for insurance brokerage services extending the agreement for two years for a one-time payment in the amount of \$10,000.

**Approved - Agreement No.: A-14759; Amendment No.: 2**

84. a. Accept grant funds from the California Department of Transportation Sustainable Transportation Planning grant award in the amount of \$248,596 to fund a feasibility study for zero emissions micromobility options in the County; and
- b. Enter into, execute, and deliver a restricted State of California Grant Agreement and all other grant documents as required by the Department of Transportation subject to review and approval of the Office of the County Counsel as to form and legality.

**Adopted - Resolution No.: 22-231**

85. a. Approve and authorize the Chief Information Officer to sign an Amendment No. 1 to a non-standard

License Agreement with American Tower, LLC for the Next Generation Radio System (NGEN) - Fremont Peak site extending the agreement for an additional five (5) years to December 28,2027, and adding \$370,000 for a total agreement of \$593,000; and

- b. Accept non-standard provisions as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer or designee to execute up to three (3) future amendments, subject to County Counsel review, to extend the non-standard License Agreement term for five (5) additional years per amendment and to allow for a four percent (4%) annual increase per year provided the amendments do not significantly change the scope of work and do not alter the non-standard terms of the License Agreement.

**Approved - Agreement No.: A-13701; Amendment No.: 1**

**86.** Adopt a resolution to:

- a. Approve consenting to inclusion of commercial properties within the County's jurisdiction in Golden State Finance Authority Community Facilities District No. 2014-1 (Clean Energy) to finance renewable energy improvements, energy efficiency and water conservation improvements, including electric vehicle charging infrastructure, and seismic strengthening and wildfire safety improvements; and
- b. Approve consenting to inclusion of commercial properties within the County's unincorporated area in Golden State Finance Authority's program to finance renewable energy generation, energy and water efficiency improvements, including electric vehicle charging infrastructure, and seismic strengthening and wildfire safety improvements.

**Adopted -**

**Resolution No.: 22-232 - County's jurisdiction in Golden State Finance Authority**

**Resolution No.: 22-247 - County's unincorporated area in Golden State Finance Authority's program**

**87.** Adopt a Resolution authorizing the Assistant County Administrative Officer to:

- a. Apply for and accept grant funds for the Transformative Climate Communities from the California Strategic Growth Council in the amount of \$300,000 to fund a community based assessment of potential climate action projects designed to lead to implementation of those projects; and
- b. Enter into, execute, and deliver all grant award documents subject to review and approval of the Office of the County Counsel as to form and legality.

**Adopted - Resolution No.: 22-233**

**87.1** Approve and authorize advanced step placement for Jake Stroud at Step 4 of the Assistant Treasurer-Tax Collector salary range, effective June 18, 2022, in accordance with Personnel Policies and Practices Resolution No. 98-394, Sections A.1.11.1, A.1.11.2, and A.1.11.5. (ADDED VIA ADDENDA)

**Approved**

**Housing and Community Development**

88. a. Approve and authorize the Director of Housing and Community Development and the Director of Public Works, Facilities, and Parks to sign a memorandum of agreement between the County of Monterey and Big Sur Land Trust for the implementation of a mitigation measure for the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (REF 140048); and
- b. Approve and authorize the Director of Housing and Community Development to execute amendment No. 1 to Reimbursement Agreement No. A-15537 with Big Sur Land Trust to increase the not to exceed amount of \$487,050 by \$100,000, for a total not to exceed amount of \$587,050 to allow the completion of restoration design and implementation activities, using funds from the Wildlife Conservation Board.

**Adopted - Resolution No.: 22-234 and Approved - Agreement No.: A-15537; Amendment No.: 1**

89. Adopt a Resolution to:
- a. Approve a report on the status of development traffic impact fees for fiscal year ending June 30, 2021; and
- b. Adopt findings, in accordance with Government Code section 66000, et seq. that the need for the improvements for which the fees are being collected still exists, and as such the funds will be retained.

**Adopted - Resolution No.: 22-235**

90. a. Find that an ordinance amending Chapter 10.60 of the Monterey County Code to modify regulations for the control of nighttime noise and enforcement mechanisms of the Chapter is exempt per CEQA Guidelines section 15308 because the ordinance is an action taken by the County to assure the enhancement and protection of the environment and involves procedures for protection of the environment; and
- b. Adopt an ordinance amending Chapter 10.60 of the Monterey County Code to modify regulations for the control of nighttime noise and enforcement mechanisms of the Chapter.

**Adopted - Ordinance No.: 5379**

91. a. Find that the project involves a Conservation and Scenic Easement Deed, which qualifies as a Class 17 Categorical Exemption pursuant to Section 15317 of the CEQA Guidelines and no exception under section 15300.2 applies;
- b. Approve and accept a Conservation and Scenic Easement Deed covering approximately 1.7 acres of environmentally sensitive habitat on property located at 48200 Coast Ridge Road, Big Sur (Assessor's Parcel Number: 419-031-034-000) as a required by condition 15 of Zoning Administrator Resolution 21-041 (File No. PLN190088);
- c. Authorize the Chair 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 - PLN190088, Peter Barbur, 48200 Coast Ridge Road, Big Sur)

**Approved**

92. a. Approve and authorize a Memorandum of Understanding ("MOU"), substantially as to form,

between the County of Monterey and the Monterey County Water Resources Agency, the Monterey Peninsula Water Management District, the California Department of Parks and Recreation, the Monterey Peninsula Regional Park District, and Big Sur Land Trust for the construction phase of the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project (REF 140048); and

- b. Approve and authorize the Director of Housing and Community Development to sign the MOU; and
- c. Approve Temporary Construction Easements with the Big Sur Land Trust and Monterey Peninsula Regional Parks District for the construction of the CRFREE Project.

**Adopted Resolution No.: 22-248 and Approved - Agreement No.: A-15914**

**93.** Adopt Resolutions to:

- a. Authorize the County Administrative Officer or his designee to request the California Department of Housing and Community Development (HCD) approve Amendment 1 to the County's Permanent Local Housing Allocation (PLHA) program Standard Agreement.
- b. Enter into, execute and deliver a State of California an amended Agreement (Standard Agreement as required by PLHA, subject to review and approval of the Office of the County Counsel as to form and legality.
- c. Authorize the Director of Housing and Community Development to enter into a Grant Agreement with Interim, Inc. to provide \$400,213 in PLHA Activity 6 funding for construction cost overruns at the Sun Rose Gardens Permanent and Transitional Housing Development in Salinas.

**Adopted - Resolution No.: 22-236 and Approved - Agreement No.: A-15915; Amendment No.: 1**

**Public Works, Facilities and Parks**

- 94.** a. Approve and authorize the Monterey County Laguna Seca Representative to execute a Standard Agreement between Telfer Design, Inc. and the County of Monterey to provide official artwork for events at WeatherTech® Raceway at Laguna Seca in exchange for certain rights and accommodations to sell artwork at said events, with a term retroactive to March 1, 2022, through December 31, 2022; and
- b. Approve and authorize the Monterey County Laguna Seca Representative to execute up to three (3) future amendments to the Standard Agreement where the total amendments do not exceed County Code thresholds for executing contracts without prior Board of Supervisors approval, and do not significantly change the scope of work, subject to County Counsel approval.

**Approved - Agreement No.: A-15916**

- 95.** a. Adopt the Plans and Special Provisions for the Carmel River Floodplain Restoration Environmental Enhancement (CRFREE) Phase 1 floodplain restoration Project, REF 140048; and
- b. Authorize the Director of Public Works, Facilities and Parks to advertise the "Notice to Bidders" in the Monterey County Weekly.

**Approved**

- 96.** a. Adopt a resolution to reallocate Parks Operation Fund 001, Appropriation Unit PFP058, Unit

8556 ARPA Revenue Loss allocation of \$631,546 to Facility Services Fund 001, Appropriation Unit PFP054, Unit 8552 and Utilities Fund 001, Appropriation Unit PFP055, Unit 8553;

b. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to increase appropriations by \$371,828 in Facility Services Fund 001, Appropriation Unit PFP054, Unit 8552, financed by a decrease in appropriations of \$371,828 from Park Operations Fund 001, Appropriation Unit PFP058, Unit 8556, from its ARPA Revenue Loss appropriations; (4/5th vote required); and

c. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to increase appropriations by \$259,718 in Utilities Fund 001, Appropriation Unit PFP055, Unit 8553, financed by a decrease in appropriations of \$259,718 from Park Operations Fund 001, Appropriation Unit PFP058, Unit 8556, from its ARPA Revenue Loss appropriations (4/5th vote required).

**Adopted - Resolution No.: 22-237**

**97.** Adopt a resolution:

a. Adopting a list of projects funded by Senate Bill 1 (SB 1) for Fiscal Year 2022-23; and

b. Authorizing the Director of Public Works, Facilities and Parks to submit the list to the California Transportation Committee (CTC).

**Adopted - Resolution No.: 22-238**

**98.** a. Approve a Professional Services Agreement with GHD Inc. to provide professional engineering services for the Blackie Road Extension Project, Project No. 1151, under Request for Proposals #10864, in a total amount not to exceed \$449,683 for Phase 1, for an initial term of three (3) years effective July 1, 2022 to June 30, 2025, 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 Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

**Approved - Agreement No.: A-15917**

**99.** a. Adopt a resolution to adopt the County of Monterey Chualar Assessment Bond and Boronda County Sanitation District Revenue Bond budgets for Fiscal Year 2021-22;

b. Authorize and direct the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to: 1) Increase appropriations and revenues in the Chualar Assessment Bond, Fund 312, Appropriation Unit PFP051 by \$15,709, and 2) Increase appropriations in the Boronda County Sanitation District Revenue Bond, Fund 306, Appropriation Unit PFP052 by \$38,850, funded by an operating transfer in from Boronda County Sanitation District, Fund 156, Appropriation Unit PFP049 of \$38,350, and unassigned fund balance of \$500 (Fund 306, BSA 3101) (4/5th vote required); and

c. Authorize and direct the Auditor-Controller to transfer \$38,350 for the Fiscal Year 2021-22 from Boronda County Sanitation District, Fund 156, Appropriation Unit PFP049, to Boronda County Sanitation District Revenue Bond, Fund 306, Appropriation Unit PFP052, where Boronda County Sanitation District has sufficient appropriations available in the adopted budget to cover the transfer. (4/5th vote required).

**Adopted - Resolution No.: 22-239**

- 100** Adopt a resolution to:
- Approve revised proposed COVID-19 Memorial design concept to be further developed; and
  - Authorize and direct Public Works, Facilities and Parks (PWFP) staff to return in FY23 to request any budget surplus, up to \$50,000, from District 1, Fund 001, Appropriations Unit BOA001, Unit 8013, upon the Budget Office FY22 year-end report is completed to be used for the construction of the COVID-19 Memorial project.

**Adopted - Resolution No.: 22-240**

- 101**
- Consider adoption of an ordinance; (i) amending Article III of Title 12 to establish all-way stop control at Stevenson Drive, Alvarado Lane, and Forest Lake Road intersection, private roads, in Pebble Beach, an unincorporated area of the County of Monterey, and (ii) amending Article III of Title 12 to establish pedestrian crossings at Stevenson Drive at Forest Lake Road and Alvarado Lane intersections, private roads, in Pebble Beach, an unincorporated area of the County of Monterey.
  - Find that the adoption of this ordinance is categorically exempt per California Code of Regulations (CCR) Section 15301(c) of the California Environmental Quality Act (CEQA) Guidelines because the action involves negligible changes to the regulations that govern the existing highways and streets.  
*Proposed CEQA Action: Categorically exempt per CCR Section 15301(c).*

**Adopted Ordinance No. 5380****102****Addenda/Supplemental****Added under Ceremonial Resolutions**

**5.1** Adopt a resolution designating July as Parks and Recreation Month in the County of Monterey. (Supervisor Adams)

**Correction to Item No. 10 - Appointments**

10. Reappoint Tom Gano to the Carmel Valley Road Advisory Committee representing Cachagua - Primary with a term ending of June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Added under Appointments**

**14.1** Appoint Jordan Caballero to the Housing Advisory Committee with a term ending on June 14, 2024. (Nominated By District 2, Supervisor Phillips)

**14.2** Appoint Kelly J. Stracke to the Parks Commission with a term ending on June 22, 2026. (Nominated By District 4, Supervisor Askew)

**10:30 Scheduled Matters****Revised Exhibit - 1 FY 2022-23 Adopted Budget Countywide Position Summary**

**19.** Consider adopting a resolution approving the Fiscal Year (FY) 2022-23 Budget for the County of Monterey, incorporating the FY 2022-23 Recommended Budget, which includes the County's General

Financial Policies, and additional modifications directed by the Board at the June 1-2, 2022 Budget Hearings.

**Addend under Natividad Medical Center - Consent**

**37.1** a. Approve and authorize the Chief Executive Officer (“CEO”) for Natividad Medical Center (“NMC”) or his designee to execute an Asset Purchase Agreement with Family Care Medical Group, Inc. (“Family Care”), to purchase the assets of the Family Care medical practice located at 17615 Moro Road, Salinas, California, 93907 for a purchase price of \$300,000; and

b. Approve and authorize the CEO for NMC or his designee to execute a Medical Office Lease with Drs. Steven and Catherine Petronijevic, on substantially the same terms as presented, for 5,381 square feet of medical office space for the operation by County of Monterey of a family medical practice within a medical office building owned by the Petronijevics and located at 17615 Moro Road, Salinas, California, 93907, for the period September 20, 2022 through September 19, 2027 at the monthly rate of: (a) for years one through three of the lease, \$23.00 per square foot for a total of \$10,313.58 per month; and (b) for years four through five of the lease, \$23.69 per square foot for a total of \$10,622.99 per month;c. Authorize the CEO for NMC or his designee to execute the one-year Professional Services Agreement with Family Care (“Group-PSA”), to provide family medicine services at the family medical practice, which shall become effective on the date the agreement is signed by all parties with services commencing on a go-live date of September 20, 2022 for an amount not to exceed \$500,000;d. Authorize the CEO for NMC or his designee to execute the one-year Professional Services Agreement with Adelheid Ebenhoech, M.D. (“Individual-PSA”) to provide family medicine services at the County’s family medical practice, which shall become effective on the date the agreement is signed by all parties with services commencing on a go-live date of September 20, 2022 for an amount not to exceed \$300,000;e. Authorize the CEO for NMC to execute up to two future amendments to each of the Group-PSA and the Individual-PSA, provided that the amendments do not significantly change the scope of work, and, as to each PSA, the amendments in total do not exceed ten percent (10%);f. Authorize the CEO for NMC to execute an Assignment and Assumption Agreement, on substantially the same terms as presented, pursuant to which all rights, title, and interest in an athenahealth Master Services Agreement dated November 26, 2014 and related data from tablespace 10227 contained in the athenaNet System shall be transferred from Family Care to the County of Monterey, with an Assignment Effective Date of September 20, 2022; andg. Authorize a total contract liability of \$300,000 for the period September 20, 2022 through November 25, 2024 for the athenahealth Master Services Agreement, which by its terms is automatically renewable by additional consecutive one-year terms and terminable based on 90 days’ notice.

**Added under General Government - Consent**

**87.1** Approve and authorize advanced step placement for Jake Stroud at Step 4 of the Assistant Treasurer-Tax Collector salary range, effective June 18, 2022, in accordance with Personnel Policies and Practices Resolution No. 98-394, Sections A.1.11.1, A.1.11.2, and A.1.11.5.

# Monterey County

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



## Meeting Minutes - Draft

Tuesday, July 12, 2022

9:00 AM

### Board of Supervisors

*Chair Supervisor Mary L. Adams - District 5  
Vice Chair Supervisor Luis A. Alejo - District 1  
Supervisor John M. Phillips - District 2  
Supervisor Chris Lopez - District 3  
Supervisor Wendy Root Askew - District 4*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Mary L. Adams.

**Roll Called**

Present: 5 - Supervisor Mary L. Adams and Supervisor John M. Phillips, appeared in person, Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor Luis A. Alejo appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions or corrections to closed session.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): All Units
  - b. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding ~~three~~ two matters of significant exposure to litigation. (REVISED VIA SUPPLEMENTAL)
  - c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:  
(1) *Mary Ishak v. County of Monterey, et al.* (Monterey County Superior Court Case No. 21CV002516)
  - d. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Natividad Medical Center Chief Executive Officer.
  - e. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:  
(1) Property: 1326 Natividad Rd. Unit A-5  
Agency Negotiator(s): Charles J. McKee and Dr. Charles R. Harris  
Negotiating Parties: Abbott Malarin Investors LLC  
Under negotiation: Price and Terms

**Public Comments for Closed Session**

Open for public comments; Jennifer Jean Pierre, Vicki Bergotino, Jamie Gam, Sandra Octavo, Jessica Thomas, Trina Rodriguez, Brenda Deckwitz, Martha Palmer, Elizabeth Vargas, and Daniel Nochonic, all in person, commented.

**The Board Recessed for Closed Session Agenda Items****10:30 A.M. - Reconvened on Public Agenda Items****Roll Called**

Present: 5 - Supervisor Mary L. Adams, Supervisor John M. Phillips and Supervisor Chris Lopez appeared in person, and Supervisor Luis A. Alejo and Supervisor Wendy Root Askew appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

**Pledge of Allegiance**

The Pledge of Allegiance to be led by Bryan Flores, Chief of Parks.

**Additions and Corrections by Clerk**

Due to the need for immediate consideration by the Board of matters which arose after the posting of the agenda, as provided in Section 54954.2 of the California Government Code the Board is asked to make the following addition.

The following additions and corrections were read into the record:

There is an Addition to the General Government Consent Calendar:

Item No. 65 is in receipt of a revised Board Report.

Also, there is a Correction for the Public Works, Facilities and Parks Consent Calendar:

Item No. 72.1 is being removed from the agenda.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to approve the Additions and Corrections.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

### Ceremonial Resolutions

Open for public comments; no public comments made.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor John M. Phillips to adopt  
Ceremonial Resolutions 2 and 3.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

2.

Adopt a resolution commending Diane Johnson upon her retirement from forty-three years of public service with the Monterey County Sheriff's Office. (Supervisor Adams)

**Adopted - Resolution No. 22-249**

3.

Adopt a resolution in honor of The Shake Family recognizing their generosity, compassion, and outstanding contributions to the community and to the County of Monterey. (Supervisor Phillips)

**Adopted - Resolution No. 22-250**

### Appointments

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to appoint/reappoint Item Numbers 4 through 28.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

4.

Reappoint Jim Langborg to the Emergency Medical Care Committee, representing the Primary BLS-Fire Districts with a term ending on June 30, 2024. (Nominated By The Monterey County Fire Chief's Association)

**Reappointed**

5.

Reappoint Cheryl Goetz to the Emergency Medical Care Committee representing the Alternate BLS-Fire

Districts with a term ending on June 30, 2024. (Nominated By The Monterey County Fire Chief's Association)

**Reappointed**

6. Reappoint Carla Spencer to the Emergency Medical Care Committee representing the Primary, Hospital Administration with a term ending on June 30, 2024. (Nominated by the Hospital Council-Northern and Central California)

**Reappointed**

7. Reappoint Jo Coffaro to the Emergency Medical Care Committee representing the Alternate, Hospital Administration with a term ending on June 30, 2024. (Nominated by the Hospital Council-Northern and Central California)

**Reappointed**

8. Reappoint Katharine Moon to the Big Sur Byway Organization as an At-Large Resident with a term ending on May 1, 2024. (Nominated By District 5, Supervisor Adams)

**Reappointed**

9. Reappoint Alicia Gaines to the In-Home Supportive Services Advisory Committee with a term ending on June 30, 2025. (Nominated By In-Home Supportive Services Advisory Committee)

**Reappointed**

10. Reappoint Rosio Sandoval to the In-Home Supportive Services Advisory Committee with a term ending on April 30, 2025. (Nominated By In-Home Supportive Services Advisory Committee)

**Reappointed**

11. Reappoint James Rossen to the Carmel Highlands Fire Protection District with a term ending on June 30, 2026. (Nominated By District 5, Supervisor Adams)

**Reappointed**

12. Reappoint Lynne Semeria to the Carmel Highlands Fire Protection District with a term ending on June 30, 2026. (Nominated By District 5, Supervisor Adams)

**Reappointed**

13. Correct the term expiration date for Kelly J. Stracke to the Parks Commission from June 22, 2026 to January 31, 2025. (Nominated By District 4, Supervisor Askew)

**Corrected**

14. Reappoint Manuel Osorio to the Natividad Medical Center Board of Trustees with a term ending on January 26, 2025. (Nominated By The Natividad Medical Center Board of Trustees)

**Reappointed**

15. Reappoint Simon Salinas to the Natividad Medical Center Board of Trustees with a term ending on January 26, 2025. (Nominated By The Natividad Medical Center Board of Trustees)

**Reappointed**

16. Appoint Monty Salas-Cordrey to the Cachagua Fire Protection District to fill an unexpired term ending on November 30, 2022. (Nominated By District 5, Supervisor Adams)

**Appointed**

17. Reappoint Francine Rodd to the Child Care Planning Council as a Public Agency Representative with a term ending on June 30, 2025. (Nominated By Child Care Planning Council)

**Reappointed**

18. Reappoint Gabriela Jara to the Child Care Planning Council representing the Consumer Category with a term ending on June 30, 2025. (Nominated By Child Care Planning Council)

**Reappointed**

19. Reappoint Gelacio Gonzalez to the Child Care Planning Council as a Public Agency Representative with a term ending June 30, 2025. (Nominated By Child Care Planning Council)

**Reappointed**

20. Appoint Jeanne Hori to the Child Care Planning Council as a Community Representative with a term ending on June 30, 2025. (Nominated By Child Care Planning Council)

**Appointed**

21. Reappoint Kendra Bobsin to the Child Care Planning Council as a Community Representative with a term ending on June 30, 2025. (Nominated By Child Care Planning Council)

**Reappointed**

22. Reappoint Laura Dunn to the Child Care Planning Council as a Child Care Provider Representative with a term ending on June 30, 2025. (Nominated By Child Care Planning Council)

**Reappointed**

23. Appoint Maria Guerrero to the Child Care Planning Council as a Child Care Provider Representative with a term ending on June 30, 2025. (Nominated By Child Care Planning Council)

**Appointed**

24. Reappoint Shannan Watkins to the Child Care Planning Council as a Child Care Provider Representative with a term ending on June 30, 2025. (Nominated By Child Care Planning Council)

**Reappointed**

25. Appoint Megan Matteoni to the Child Care Planning Council as a Consumer Representative with a term ending on June 30, 2025. (Nominated By Child Care Planning Council)

**Appointed**

26. Reappoint Ronald Holder to the Community Action Commission as a Low-Income Sector Representative with a term ending on July 1, 2025. (Nominated By District 2, Supervisor Phillips)

**Reappointed**

27. Reappoint Cecilia Correa to the Community Action Commission with a term ending on July 1, 2025. (Nominated By District 2, Supervisor Phillips)

**Reappointed**

28. Reappoint Nat Rojanasathira to the Veterans Issues Advisory Committee representing the City of Monterey with a term ending at the Pleasure of the Board. (Nominated by the City of Monterey)

**Reappointed****Approval of Consent Calendar – (See Supplemental Sheet)**

29. See Supplemental Sheet

**Open for public comments; Monica Lal, Maria (last name inaudible) and Dr. Deneen Gus, all in person, commented.**

**Supervisor Luis A. Alejo commented Item No.'s 60 and 63 and Supervisor Mary L. Adams commented on Item No. 62 and requested a separate vote be taken on Item No. 62.**

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to approve Consent Calendar Item Numbers 41 through 83 excluding Item No. 62 which a separate vote will be taken on and Item No. 72.1 which was removed via Additions and Corrections.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to approve and accept all the signatures for the initiative for Consent Calendar Item Number 62 and directed staff to return to the Board on Tuesday, July 26, 2022, to request to put the initiative on the ballot.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

### General Public Comments

#### 30. General Public Comments

Open for general public comments for items not on today's agenda; Liz Hall, in person, and Nina Beety, via Zoom, commented.

### Scheduled Matters

#### 31. Receive an oral update from the Monterey County Health Department's Animal Services Division staff regarding the County's Rooster Keeping enforcement efforts in calendar year 2021.

**Cindy Burnham, Animal Services Administrator, via Zoom, presented via PowerPoint presentation.**

Open for public comments; no public comments made.

Upon consensus the Board:

Received an oral update from the Monterey County Health Department's Animal Services Division staff regarding the County's Rooster Keeping enforcement efforts in calendar year 2021.

#### 32. a. Receive the 2021 annual Monterey County Crop & Livestock Report from the Agricultural Commissioner's Office.

**Henry Gonzales, Agricultural Commissioner, in person, presented via PowerPoint presentation.**

Open for public comments; Kim Stemler, Norm Groot, Aaron Johnson, and Christina DiPaci, all in person, commented.

Upon consensus the Board:

Received the 2021 annual Monterey County Crop & Livestock Report from the Agricultural Commissioner's Office.

**12:00 P.M. - Recessed to Lunch back into Closed Session**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 5 - Supervisor Mary L. Adams and Supervisor Chris Lopez appeared in person, and Supervisor John M. Phillips, Supervisor Luis A. Alejo and Supervisor Wendy Root Askew appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

**New Referrals**

**33.** New Referrals

Charles McKee, County Administrative Officer from the County Administrative office shared there are no new referrals this week.

**Referral Responses**

- 34.**
- a. Receive a status update report in response to Board Referral No. 2021.19 seeking to create a Farmworker Resource Center that provides services and referrals in the community of Greenfield.
  - b. Provide further direction, as appropriate.

**A motion was made by Supervisor Chris Lopez, seconded by Supervisor Mary L. Adams to continue the below matter to a date not yet set:**

- a. Receive a status update report in response to Board Referral No. 2021.19 seeking to create a Farmworker Resource Center that provides services and referrals in the community of Greenfield.
- b. Provide further direction, as appropriate.

**Roll call vote taken pursuant to Government Code 54953:**

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

**Scheduled Matters**

- 35.** Public hearing to consider:
- a. Denying an appeal by Fred and Gail Krupica of the Zoning Administrator's April 14, 2022, approval of the Huff application (PLN210231);
  - b. Finding that the project is consistent with the certified Final Environmental Impact Report for the Del Monte Forest Local Coastal Program Amendment and the Pebble Beach Company (PBC) Concept Plan, and that CEQA Guidelines section 15162 does not require additional, project-level environmental review; and
  - c. Approving an application for a Coastal Administrative Permit and Design Approval to allow construction of a 3,951 square foot one-story single-family dwelling with a 677 square foot attached garage. The project includes associated grading of 300 cubic yards of cut and fill and removal of 49 protected trees.
- 1125 Spyglass Woods Drive, Del Monte Forest Land Use Plan (APN: 008-023-004-000, PLN210231 - Huff.)

**Public hearing commenced.**

**Son Pham-Gallardo, Housing Community and Development Senior Planner, Adam Jeselnick For The Property Owners, Architect and Alex Lorca For The Appellants Attorney, in person, presented via PowerPoint presentations including Mr. Huff.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to adopt Resolution No. 22-253 to:**

- a. **Deny an appeal by Fred and Gail Krupica of the Zoning Administrator's April 14, 2022, approval of the Huff application (PLN210231);**
  - b. **Find that the project is consistent with the certified Final Environmental Impact Report for the Del Monte Forest Local Coastal Program Amendment and the Pebble Beach Company (PBC) Concept Plan, and that CEQA Guidelines section 15162 does not require additional, project-level environmental review.**
  - c. **Approve a Coastal Administrative Permit and Design Approval to construct a 3,951 square foot single family dwelling and 677 square foot attached garage. The project includes associated grading of 300 cubic yards of cut & fill and removal of 49 protected trees.**
- The Board hearing on the appeal is de novo. A draft resolution with findings and evidence supporting this recommendation is attached for consideration (Attachment B). Staff recommends approval subject to 13 conditions.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE**

- 36.** Receive a presentation regarding the change in the Injury and Illness Prevention Plan (IIPP) and the role of the Safety Department relating to employee health and public safety.
- Andrew Miller, Safety Officer and Danielle Mangoso, Risk Manager, in person, presented via**

PowerPoint presentation.

Open for public comments; no public comments made.

Upon consensus the Board:

Received a presentation for informational purposes regarding the change in the Injury and Illness Prevention Plan (IIPP) and the role of the Safety Department relating to employee health and public safety.

37. Receive a presentation from the Monterey County Health Department (MCHD), Tobacco Retail Licensing Program on young adult tobacco purchase survey data, enforcement activities, fines and penalties, and the MCHD strategies to improve the effectiveness of young adult tobacco purchase surveys, and enforcement.

Michelle House, Health Program Supervisor and Marina Pantcenko, Deputy County Counsel, via Zoom, presented via PowerPoint presentation.

Open for public comments; Marina Flagg and John Thornburg, via Zoom, commented.

Upon consensus the Board:

Received a presentation from the Monterey County Health Department (MCHD), Tobacco Retail Licensing Program on young adult tobacco purchase survey data, enforcement activities, fines and penalties, and the MCHD strategies to improve the effectiveness of young adult tobacco purchase surveys, and enforcement.

38. a. Receive a status update on a proposed Commercial Cannabis Tax Payment Plan; and  
b. Provide direction as appropriate.

Joann Iwamoto, Cannabis Program Manager, in person, verbally presented.

Open for public comments; George Allen, Christina DiPaci, Eloise Shim, Marie (no last name provided), and Joey Espinoza, via Zoom, and Aaron Johnson, Gentleman in blue shirt (no name provided), Michelle Hackett, Jay (no last name provided), Shawn Ray, Chris Bars, Brenda Silva, Tosca Elliott with the next group of speakers who had the services of Diego Celis, Spanish Interpreter: two (2) Spanish speaking woman (no names provided), Vanessa (no last name provided), Nancy Jarmino, Mr. Rodriguez, Marisol (no last name provided), Carolina (no last name provided), Anna (no last name provided), Maria Duran and Mr. Chavez, all in person, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Wendy Root Askew to:

- a. Receive a status update on a proposed Commercial Cannabis Tax Payment Plan; and  
b. Directed staff to return to the Board on Tuesday, July 26, 2022 with solutions such as payment plans, tax reductions and revisit the due date of July 30, 2022.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

### Other Board Matters

**County Administrative Officer Comments****39.** County Administrative Officer Comments

Charles McKee, County Administrative Officer made no comments this week.

**Board Comments****40.** Board Comments

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4568](http://monterey.granicus.com/EditFile.php?clip_id=4568)

**Read Out from Closed Session by County Counsel****CLOSED SESSION REPORT:****1. Closed Session under Government Code section 54950, relating to the following items:****a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:**

(1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): All Units

The Board took no reportable actions on items 1.a.(1)

**b. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding three two matters of significant exposure to litigation. (REVISED VIA SUPPLEMENTAL)**

The Board took no reportable actions on items 1.b.

**c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:**

(1) Mary Ishak v. County of Monterey, et al. (Monterey County Superior Court Case No. 21CV002516)

The Board took no reportable actions on items 1.c.(1)

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

The Board took no reportable actions on items 1.d.

**e. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:**

(1) Property: 1326 Natividad Rd. Unit A-5  
Agency Negotiator(s): Charles J. McKee and Dr. Charles R. Harris  
Negotiating Parties: Abbott Malarin Investors LLC  
Under negotiation: Price and Terms

The Board took no reportable actions on items 1.e.(1)

**Adjourned**

The meeting was adjourned at 4:38 p.m. by Chair Supervisor Mary L. Adams.

**Supplemental Sheet, Consent Calendar****Natividad Medical Center**

41. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14125) with Monarch Medical Technologies, LLC, for the provision of glucose management system enterprise software subscriptions, adding the Endotool subcutaneous (subq) insulin dosing recommendation software license and subscription, with no changes to the agreement term of October 1, 2018 through January 31, 2025, and adding \$182,783 for a revised total agreement amount not to exceed \$459,824.

**Approved - Agreement No.: A-14125; Amendment No. 2**

42. a. Approve and accept the Natividad Medical Center Program Letter of Agreement (Outbound Residents) template to be used in partnering with U.S. health-care institutions, health-care organizations, community providers and professional schools (“Clinical Institutions”) permitting Natividad Residency Program residents to participate in clinical rotations outside of Natividad Medical Center (“Natividad”); and
- b. Approve and accept the Natividad Medical Center Program Letter of Agreement (Inbound Residents) template to be used in partnering with hospitals or Teaching Health Centers sponsoring a medical residency program (“Sponsoring Institutions”) permitting Sponsoring Institution residents to participate in clinical rotations at Natividad; and
- c. Approve and authorize updates to Natividad’s inbound and outbound Program Letter of Agreement templates in accordance with local, state, and federal law, subject to review and approval of County Counsel and County Risk Manager; and
- d. Approve and authorize use of outbound Program Letter of Agreement template of Clinical Institutions where the terms are not significantly different from Natividad’s outbound Program Letter of Agreement template, do not significantly change the level of risk or the scope of a party’s obligations or responsibilities, and subject to review and approval of County Counsel and County Risk Manager; and
- e. Approve and authorize use of inbound Program Letter of Agreement templates of Sponsoring Institutions where the terms are not significantly different from Natividad’s inbound Program Letter of Agreement template, do not significantly change the level of risk or the scope of a party’s obligations or responsibilities, and subject to review and approval of County Counsel and County Risk Manager; and
- f. Approve and authorize execution by the Chief Executive Officer for Natividad or his designee of Natividad’s inbound and outbound Program Letter of Agreement templates or substantively similar templates of Clinical Institutions and Sponsoring Institutions, subject to review and approval of County Counsel and County Risk Manager, for Fiscal Years 2022-2023 through Fiscal Year 2027-2028; and
- g. Approve and authorize execution by the Chief Executive Officer for Natividad or his designee of amendments to inbound and outbound Program Letters of Agreements of Natividad, Clinical Institutions, and Sponsoring Institutions, which do not significantly change the level of risk or the scope of a party’s obligations or responsibilities, subject to review and approval of County Counsel and County Risk Manager, for Fiscal Years 2022-2023 through Fiscal Year 2027-2028.

**Approved**

43. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-13620) with The CBORD Group, Inc. for food and nutrition software and maintenance services, extending the agreement an additional one (1) year period (August 1, 2022 through July 31, 2023) for a revised full agreement term of July 11, 2017 through July 31, 2023, and adding \$18,318 for a revised total agreement amount not to exceed \$194,903.
- b. Authorize the Chief Executive Officer for NMC or his designee to execute one (1) future amendment to the agreement which does not significantly alter the scope of work and does not cause an increase of more than ten percent (10%) (\$10,977) of the original cost of the agreement.

**Approved - Agreement No.: A-13620; Amendment No. 5**

44. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 3 to the agreement (A-13599) with Quest Diagnostics, Inc. for lab reference testing services, extending the agreement an additional one (1) year period (retroactive from July 1, 2022 through June 30, 2023) for a revised full agreement term of July 1, 2017 through June 30, 2023, and adding \$1,130,000 for a revised total agreement amount not to exceed \$5,260,000.

**Approved - Agreement No.: A-13599; Amendment No. 3**

45. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an Equipment Addition Amendment to the agreement (A-14203) with Siemens Medical Solutions USA, Inc., for the provision of Siemens equipment and related extended warranties per Proposal 1-0730SY, adding an extended warranty for Sensis Vibe hemodynamic retroactive to February 12, 2022, extending the agreement an additional eight (8) month period (July 1, 2025 through February 11, 2026) for a revised full agreement term of December 11, 2018 through February 11, 2026, and adding \$37,160 for a revised total agreement amount not to exceed \$3,049,291.

**Approved - Agreement No.: A-14203; Amendment No. 1**

46. a. Award Job Order Contracts (JOC) for use by Natividad Medical Center (NMC) with a term of one year from the date signed by NMC, with a minimum contract value of \$25,000 and maximum contract value of \$5,185,091, to the lowest responsive bidders as follows: NMC 2022-01; Ausonio Incorporated; and NMC 2022-02 Angeles Contractor, Inc.; and NMC 2022-03 Newton Construction and Management.
- b. Approve the Performance and Payment Bonds executed and provided by, Ausonio Incorporated; Angeles Contractor, Incorporated; and Newton Construction and Management in the amount of \$5,185,091 each;
- c. Authorize the Chief Executive Officer (CEO) of Natividad Medical Center to execute Job Order Contracts for use by Natividad Medical Center 2022-01 with Ausonio Incorporated., 2022-02 with Angeles Contractor, Incorporated, and 2022-03 with Newton Construction and Management.

**Approved**

47. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Peninsula Histopathology Laboratory, Inc. for histopathology laboratory services at NMC for an amount not to exceed \$900,000 with a retroactive agreement term April 18,

2022 through April 17, 2025.

b. Authorize the 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%) (\$90,000) of the original cost of the agreement.

**Approved - Agreement No.: A-15919**

### **Health Department**

- 48.** Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services Director to execute a Paramedic Service Provider Agreement between the County of Monterey and the City of Salinas for the provision of paramedic services in the County of Monterey for the period from July 31, 2022 through July 31, 2025.

**Approved -Agreement No.: A-15920**

- 49.** a. Approve and authorize the Director of Health or the Assistant Director of Health to execute a standard Agreement between County of Monterey and Keehan and Partners, Inc. in the amount of \$146,000 to provide community education on the adverse effects of cannabis use by youth, and the harms of illicit cannabis on the environment and people, in English and Spanish retroactive to July 1, 2022, through June 30, 2023; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work and do not cause an increase of more than ten percent (10%) (\$14,600) of the original contract amount.

**Approved - Agreement No.: A-15921**

- 50.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new three (3) year Standard Agreement between the County of Monterey and Keith Vandevere, Attorney-At-Law to provide Hearing Officer services, in the amount of \$73,500 for Fiscal Year (FY) 2022-23, \$73,500 for FY 2023-24, and \$73,500 for FY 2024-25, for a maximum County obligation of \$220,500 retroactive to July 1, 2022 through June 30, 2025; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$22,050) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15922**

- 51.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15264 between County of Monterey and Community Human Services retroactive to July 1, 2021 for the provision of Prevention and Early Intervention Outreach and Engagement services, adding \$120,635 for FY 2021-22, \$425,635 for FY 2022- 2023 and \$2,020,392 for FY 2023-24, for a new total Agreement amount not to exceed \$5,806,176 and for a revised term of July 1, 2021 through June 30, 2024.

**Approved - Agreement No.: A-15264; Amendment No. 2**

52. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between County of Monterey and Centro Binacional para el Desarrollo Indigena Oaxaqueño (CBDIO) for the provision of Maternal Mental Health Prevention and Early Intervention program in the amount of \$250,000 for Fiscal Year (FY) 2022-23 and \$250,000 for FY 2023-24, for a total Agreement amount not to exceed \$500,000 retroactive to July 1, 2022 through June 30, 2024; and
- b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$50,000) of the original Agreement amount and do not significantly change the scope of services.

**Approved - Agreement No.: A-15923**

**Department of Social Services**

53. It is recommended that the Board of Supervisors:
- a. Approve the Area Agency on Aging 2022-2023 Area Plan Update; and
- b. Authorize the Chair of the Board of Supervisors to sign the Area Plan Update Transmittal Letter.

**Approved**

**Criminal Justice**

54. a. Approve Amendment No. 1 to Agreement No. A-15321, Memorandum of Understanding (MOU) between the Monterey County Probation Department and the Salinas Union High School District, reimbursing the Probation Department for a revised amount up to \$997,655 for fiscal year 2022-2023, for collaborative campus-based services provided by the Probation Department;
- b. Authorize the Chief Probation Officer to execute Amendment No. 1 to the MOU; and
- c. Authorize the Chief Probation Officer to sign up to two (2) future amendments to this MOU where each amendment does not exceed ten percent (\$76,694) of the initial fiscal year contract amount and does not significantly change the scope of work.

**Approved - Agreement No.: A-15321; Amendment No. 1**

55. a. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to execute an Agreement with Motorola Solutions, Inc, for the leasing of portable digital radios for the period of July 19, 2022 through July 19, 2027, in the maximum amount of \$370,069;
- b. Accept non-standard contract provisions as recommended by the Chief Probation Officer;
- c. Authorize the Contract/Purchasing Officer or Contracts Purchasing Supervisor and the Chief Probation Officer to sign and execute the appropriate documents and verifications when required; and
- d. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to issue purchase orders on an as-needed basis pursuant this Agreement over the period of July 19, 2022 through July 19, 2027.

**Approved - Agreement No.: A-15918**

56. Authorize and direct the Auditor-Controller to increase appropriations and revenues by \$726,000 in the Sheriff-Coroner's Fiscal Year 2021-2022 budget (001-2300-SHE003-8238), funded by an increase in State Hold revenues (4/5ths vote required).

**Adopted Resolution No.: 22-256**

**General Government**

57. Approve a request from the Monterey County Regional Fire District for dry period loan of \$7,500,000 for the Fiscal Year ending June 30, 2023.

**Approved**

58. Adopt a resolution:
- Approving a request from the Resource Conservation District of Monterey County ("District") for a dry period loan ("Dry Period Loan") of \$400,000 for the Fiscal Year ending June 30, 2023, for meeting the District's obligations incurred for maintenance purposes; and
  - Approving and authorizing execution by the County Auditor-Controller of a Temporary Transfer of Funds Agreement with the District, setting forth the terms and conditions of repayment of the dry period loan in the amount of \$400,000 for the Fiscal Year ending June 30, 2023; and
  - Authorizing the County Auditor-Controller and County Treasurer-Tax Collector to implement the temporary transfer of funds to the District in the amount of \$400,000 for the Fiscal Year ending June 30, 2023

**Adopted Resolution No. 22-257**

59. a. Approve retroactively a Renewal and Amendment #2 to the Agreement with California Coastal Rural Development Corporation (CCRDC) to manage the day-to-day operation of the County's Small Business Revolving Loan Fund (SBRLF), extending the term of the Agreement on a month-to-month basis for the period of July 1, 2017, through August 31, 2022, for a total not to exceed \$2,535,000; and
- b. Authorize the Contracts/Purchasing Officer or designee, to execute Renewal and Amendment #2 to the Agreement with California Coastal Rural Development Corporation (CCRDC) for Agreement No. A-13709.

**Approved - Agreement No.: A-13709; Amendment No.: 2**

60. Authorize the Assistant CAO-IGLA or designee to apply for grant funds from the United States Department of Agriculture Rural Energy Pilot Program Grant Program in the amount of \$2 Million for a project at the King City Courthouse to construct a parking lot with electrical capacity for Electric Vehicle Charging Stations, solar photovoltaic panel carports, and to provide an electrified resilient cooling hub for King City residents.

**Approved**

61. Adopt a Resolution to:
- a. Amend Personnel Policies and Practices Resolution No. 98-394 and Appendix A to adjust the salary range for the classification of Military & Veterans Affairs Officer as indicated in Attachment A; and
  - b. Direct the County of Monterey Human Resources Department to implement the changes in the Advantage HRM System.

**Adopted Resolution No. 22-258**

62. Receive and accept the certified results of the examination of the petition “Initiative to provide dedicated, locally controlled funding to increase and improve licensed childcare and early learning opportunities, funded by an annual special parcel tax in the amount of forty-nine dollars (\$49) on each parcel of real property located within Monterey County, with limited exceptions, for ten (10) years”.

**Approved**

63. a. Approve the Standard Agreement between Monterey County and Ventures, a 501(c)(3) non-profit organization, for a total not to exceed the amount of \$350,000, with a maximum allowable administrative indirect costs of \$18,000, with a retroactive term from January 20, 2020 to December 31, 2022, to provide administrative work and pass-through payments for the Monterey County Funeral and Burial Assistance Program (MCFBAP) (Project ID 1050-001-21) which assists undocumented low-income families with funeral and burial expenses due to the Covid-19 pandemic, with Monterey County Office of Emergency Services (OES) overseeing funeral assistance payment approvals retroactive to January 20, 2020 through December 31, 2022.
- b. Approve the utilization of the, “FEMA Authorization for the Release of Information Under the Privacy Act Forms,” in place of a FEMA Information Sharing Access Agreement.

**Approved - Agreement No.: A-15974**

64. Introduce, waive reading of, and set July 26, 2022 at 10:30 a.m. as the date and time for the Board of Supervisors to consider adoption of an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to July 1, 2022 and authorizing the Board to, by Resolution, waive and/or stay taxes and penalties for cannabis operators with delinquent cannabis business taxes.

**Approved**

65. a. Authorize the Chief Information Officer to execute an Agreement with Presidio Networked Solutions Group, LLC, a re-seller of technology goods and services, incorporating the terms of existing Master Technology Agreement with The Interlocal Purchasing System, to purchase technology solutions, products, and services in the amount of \$1,000,000 for the term of August 1, 2022, through July 31, 2024; and
- b. Authorize the Chief Information Officer to execute order forms and such documents as are necessary to implement the agreement with Presidio Networked Solutions Group, LLC for the purchase of technology products and services; and
- c. Accept non-standard contract provisions as recommended by the Chief Information Officer; and

d. Authorize the Chief Information Officer the option to extend the agreement for up to three (3) additional one (1) year terms through July 31, 2027, and sign associated order forms provided that additional annual costs do not exceed ten percent (10%) of the original contract amount (\$100,000 total maximum cost increase per year), and so long as the order forms do not significantly alter the terms of the Master Technology Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

**Approved - Agreement No.: A-15924**

66. Receive the action minutes from the Legislative Committee meetings in February, March, April and May 2022.

**Approved**

67. Approve and authorize the County Counsel to execute a Renewal and Amendment No. 2 to the professional services agreement with Marsh USA, Inc. dba Marsh Risk and Insurance Services, for insurance brokerage services extending the agreement for two years, effective July 1, 2022 through June 30, 2024, for a one-time payment in the amount of \$10,000.

**Approved - Agreement No.: A-14759; Amendment No. 2**

68. a. Receive a status update on the Board of Supervisors Policy Manual, including current policies and their respective review dates; and  
b. Direct the County Administrative Office to continue to work with all related departments to complete its review and update of all policies by June 30, 2023.

**Approved**

69. a. Receive the Certified Statement of Votes Cast and declare final the results of the June 7, 2022, Statewide Direct Primary Election as set forth in the attached documents, and;  
b. Declare "elected" the candidates to each office under the Board's jurisdiction.

**Approved**

70. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Countywide Service Agreements to provide on-call Countywide Electrician Services based on the criteria set forth in RFP #10827. The agreements are between the County of Monterey and the two (2) named vendors as follows: DuFour Incorporated dba Central Electric Company and Johnson Engineered Systems, Inc. dba Johnson Electronics on an as-needed basis for the initial term of three (3) years retroactive to July 1, 2022 through and including June 30, 2025 with the option to extend the agreements for two (2) additional one (1) year periods, for a total not to exceed a maximum five (5) year Agreement. The aggregate amount over the term of all Agreements shall not exceed \$950,000, in accordance with the terms and conditions set within each Agreement; and  
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute, after one year, similar additional Agreements for on-call Countywide Electrician Services with qualified contractors who meet the minimum requirements and comply with the County of Monterey standard

terms and conditions, where each individual agreement does not affect the total aggregate amount authorized. Any additional Agreements shall terminate June 30, 2025; and

c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to increase the cumulative “not to exceed” amount by up to 10% of the original aggregate amount, or \$95,000, even if no additional Agreements are entered into.

**Approved - Agreement No.: A-15925 - Central Electric Company**

**Approved - Agreement No.: A-15926 - Johnson Electronics**

- 71.** Approve and authorize the Emergency Services Manager to execute a three (3) year Memorandum of Understanding (MOU) from July 12, 2022 to July 31, 2025 between Monterey County, acting through its Office of Emergency Services (MOCO OES), the Center for Risk-Based Community Resilience Planning (“CoE”), and the National Institute of Standards and Technology Engineering Laboratory (“NIST”) to test out their pilot hazard planning software (“IN-CORE”) and playbook - at no cost to the County.

**Approved - Agreement No.: A-15927**

### **Housing and Community Development**

- 72.** a. Approve retroactively a Renewal and Amendment No. 4 to Agreement No. A-14785 with Regional Government Services Authority (RGS) to extend the term of the Agreement one year to June 30, 2023, with a retroactive start date of June 30, 2022, and to update the Scope of Work to enable RGS to provide optional and as-requested services required to wind up the Fort Ord Reuse Authority’s (FORA’s) business affairs with no increase in the not to exceed amount of \$200,000;
- b. Authorize the County Administrative Officer to execute Renewal and Amendment No. 4 to Agreement No. A-14785 and future amendments to the Agreement where the amendments do not significantly alter the scope of work or increase the approved Agreement amount by more than ten percent (10%).

**Approved - Agreement No.: A-14785; Amendment No. 4**

### **Public Works, Facilities and Parks**

- 72.1** a. Approve and authorize the Chair of the Board of Supervisors of the County of Monterey to execute the five (5) year Lease and Fairgrounds Operation Agreement between the County of Monterey and the Salinas Valley Fair, Inc., to conduct agricultural fairs and other events on the County owned Salinas Valley Fairgrounds located at 625 Division Street in King City, California; and
- b. Approve and authorize the Chair of the Board of Supervisors of the County of Monterey to execute up to eight (8), five (5) year extension options to the active Lease and Fairgrounds Operation Agreement between the County of Monterey and the Salinas Valley Fair, Inc. (ADDED VIA ADDENDA)

**Removed from agenda via additions and corrections**

- 73.** a. Approve Amendment No. 1 to Professional Services Agreement No. A-14462, Multi-Year Agreement #3200\*4612, with Harris & Associates, Inc. to continue to provide on-call construction

management services for projects located in Monterey County, California, Request for Qualifications #10709, to increase the not-to-exceed amount by \$3,000,000 for a total amount not-to-exceed \$3,750,000 and extend the expiration date for one (1) additional year through July 15, 2023, for a revised term from July 16, 2019 to July 15, 2023, with the option to extend the term for one (1) additional one (1) year period;

b. Approve Amendment No. 1 to Professional Services Agreement No. A-14463, Multi-Year Agreement #3200\*4613, with MNS Engineers, Inc. to continue to provide on-call construction management services for projects located in Monterey County, California, Request for Qualifications #10709, to increase the not-to-exceed amount by \$2,500,000 for a total amount not-to-exceed \$3,250,000 and extend the expiration date for one (1) additional year through July 15, 2023, for a revised term from July 16, 2019 to July 15, 2023, with the option to extend the term for one (1) additional one (1) year period;

c. Approve Amendment No. 1 to Professional Services Agreement No. A-14465, Multi-Year Agreement #3200\*4619, with Vali Cooper & Associates, a TRC Company to continue to provide on-call construction management services for projects located in Monterey County, California, Request for Qualifications #10709, to increase the not-to-exceed amount by \$1,500,000 for a total amount not-to-exceed \$2,250,000 and extend the expiration date for one (1) additional year through July 15, 2023, for a revised term from July 16, 2019 to July 15, 2023, with the option to extend the term for one (1) additional one (1) year period; and

d. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 1 to each Professional Services Agreement and future amendments to each Agreement where the amendments do not significantly alter the scope of work or increase the approved amount of each Agreement.

**Approved - Agreement No.: A-14462; Amendment No. 1 - Harris & Associates, Inc.**

**Agreement No.: A-14463; Amendment No. 1 - MNS Engineers, Inc.**

**Agreement No.: A-14465; Amendment No. 1 - Vali Cooper & Associates**

74. Approve and authorize the Monterey County Laguna Seca Representative to:
- Execute a five-year Sponsorship Agreement between Rolex Watch USA, Inc. and the County of Monterey for Calendar Years 2022 through 2026, including sponsorship and marketing-specific rights as Event Title Sponsor and Official Timepiece of the Monterey Motorsports Reunion for WeatherTech® Raceway at Laguna Seca, with a retroactive term beginning May 4, 2022 and ending December 31, 2026, for a total Sponsorship fee amount of \$1,975,000 over the initial term; and
  - Execute an amendment to the Sponsorship Agreement to extend the term for four (4) additional years, should Rolex Watch USA, Inc. elect to exercise its renewal option.

**Approved - Agreement No.: A-15928**

75. Approve and authorize the Monterey County Laguna Seca Representative to:
- Execute an Assignment & Assumption Agreement between MacNeil Automotive Products Limited and the County of Monterey, retroactively effective to March 22, 2022, approving the assignment of Agreement A-14210 from MacNeil Automotive Products Limited to WeatherTech Direct, LLC; and
  - Execute Amendment No. 1 to Agreement A-14210 between WeatherTech Direct, LLC and the County of Monterey for facility naming rights to update party names, payment timelines, and licensing terms, and to extend the Agreement term through June 30, 2023, for a total not-to-exceed amount of

\$5,000,000.

**Approved - Agreement No.: A-14210; Amendment No.: 1**

76. Approve and authorize the Monterey County Laguna Seca Representative to:
- Execute a Standard Agreement between Carmel Cantina, Inc., dba Baja Cantina Carmel, and the County of Monterey for catering services for WeatherTech® Raceway at Laguna Seca with a term retroactively beginning June 1, 2022 and ending December 31, 2022, for a not-to-exceed amount of \$130,000;
  - Execute up to three (3) future amendments to the Standard Agreement where the total amendments do not exceed ten percent (10%), or \$13,000, of the Agreement amount and do not significantly change the scope of work, subject to County Counsel approval.

**Approved - Agreement No.: A-15929**

77. Approve and authorize the Monterey County Laguna Seca Representative to execute a Facility Use Agreement between Velocity International, LLC and the County of Monterey for a racing event to be held at WeatherTech® Raceway at Laguna Seca on October 14-16, 2022, with limited access to the facilities beginning October 2, 2022, for a revenue of \$238,000.

**Approved - Agreement No.: A-15930**

78. Approve and authorize the Monterey County Laguna Seca Representative to:
- Execute a three-year, retroactive Sponsorship Agreement between the County of Monterey and Bridgestone Americas Tire Operations, LLC as Event Title Sponsor and Official Tire of the NTT INDYCAR Grand Prix of Monterey, including sponsorship and marketing-specific rights for a \$325,000 annual sponsorship fee, totalling \$975,000 for the three-year term beginning June 1, 2022 and ending October 1, 2024; and
  - Execute a one-year extension to the Sponsorship Agreement, if sponsor elects to exercise its option, for an annual sponsorship fee of \$325,000 for the one additional year, and term ending on October 1, 2025.

**Approved - Agreement No.: A-15931**

79. Approve and authorize the Monterey County Laguna Seca Representative to:
- Execute two (2) retroactive Agreements with Manuel Rivas Jr., dba TellerEXPRESS, to provide, install, and maintain automated teller machines at WeatherTech Raceway at Laguna Seca Raceway from October 1, 2019 through September 30, 2021 (2019 Agreement) and from October 1, 2021 through December 31, 2023 (2021 Agreement); and
  - Execute up to three (3) future amendments to the 2021 Agreement where the total amendments do not significantly change the scope of work, subject to the review and approval of the Office of County Counsel.

**Approved - Agreement No.: A-15932 - 2019 Agreement  
- Agreement No.: A-15933 - 2021 Agreement**

80. Receive the Monterey County Parks Commission 2021 Annual Report to the Board of Supervisors.

**Approved**

- 81.** Acting on behalf of County Service Area No. 75-Chualar:
- a. Set a Public Hearing on July 26, 2022, at 1:30 p.m., to conduct a public hearing on the Report of 2021 Delinquent Fees (Report) for County Service Area No. 75-Chualar (CSA 75), and consider any protests and objections to the Report by property owners liable to be assessed for delinquent sanitation service charges (Delinquent Fees);
  - b. Direct the Department of Public Works, Facilities & Parks (PWFP) to prepare a final Report of 2021 Delinquent Fees for CSA 75; and
  - c. Direct PWFP to publish Notice of Public Hearing in a newspaper of general circulation and mail said Notice to the property owner(s) of record per County Assessor-Recorder records and as listed in the attached report not less than ten (10) days prior to the date of hearing.

**Approved**

- 82.**
- a. Approve a Standard Agreement with Smith & Enright Landscaping, Inc. to provide landscape and open space maintenance services for County Service Area (CSA) 15 - Toro Park & Serra Village, under Request for Proposals #10835, in a total amount not to exceed \$146,670, for an initial term of three (3) years beginning July 15, 2022 to July 14, 2025, 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 significantly alter the scope of work or change the approved Agreement amount.

**Approved - Agreement No.: A-15934**

- 83.**
- a. Approve Amendment No. 5 to Professional Services Agreement No. A-12680 with TRC Engineers, Inc. to continue to provide additional services associated with the completion of the Hartnell Road Bridge Replacement, County Bridge No. 209 (Project), Request for Qualifications (RFQ) #10490, to: update the Rate Schedule effective January 1, 2023; increase the not to exceed amount by \$99,674 for a total amount not to exceed \$773,034; and extend the expiration date for one (1) additional year through December 31, 2023, for a revised term from April 7, 2015 to December 31, 2023;
  - b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-12680; and
  - c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Professional Services Agreement No. A-12680 to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

**Approved - Agreement No.: A-12680; Amendment No. 5****Addenda/Supplemental**

- 84.**

**Revision under Closed Session**

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

**Added under New Referrals**

33. Board Referral Matrix

**Added under Public Works, Facilities and Parks - Consent**

- 72.1 a. Approve and authorize the Chair of the Board of Supervisors of the County of Monterey to execute the five (5) year Lease and Fairgrounds Operation Agreement between the County of Monterey and the Salinas Valley Fair, Inc., to conduct agricultural fairs and other events on the County owned Salinas Valley Fairgrounds located at 625 Division Street in King City, California; and
- b. Approve and authorize the Chair of the Board of Supervisors of the County of Monterey to execute up to eight (8), five (5) year extension options to the active Lease and Fairgrounds Operation Agreement between the County of Monterey and the Salinas Valley Fair, Inc.

# Monterey County

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



## Meeting Minutes - Draft

Tuesday, July 19, 2022

9:00 AM

### Board of Supervisors

*Chair Supervisor Mary L. Adams - District 5  
Vice Chair Supervisor Luis A. Alejo - District 1  
Supervisor John M. Phillips - District 2  
Supervisor Chris Lopez - District 3  
Supervisor Wendy Root Askew - District 4*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Mary L. Adams.

**Roll Called**

Present: 5 - Supervisor Mary L. Adams and Supervisor Wendy Root Askew, appeared in person, Supervisor Chris Lopez, Supervisor Luis A. Alejo and Supervisor John M. Phillips appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Susan Blitch, Chief Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions or corrections to closed session.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
    - (1) David Campos (Worker's Compensation Appeals Board No. ADJ11046375)
    - (2) David Campos (Worker's Compensation Appeals Board No. ADJ11046373)
    - (3) Charles Cassinelli (Worker's Compensation Appeals Board No. ADJ12088402)
    - (4) Margarita Trejo (Worker's Compensation Appeals Board No. ADJ12619380)
    - (5) Jesse Hernandez, et al. v. County of Monterey, et al. (United States District Court case no. 13CV02354-BLF)
  - b. Pursuant to Government Code sections 54956.9(d)(2) and 54956.9(d)(4), the Board will confer with legal counsel regarding one matter of significant exposure to litigation and/or potential initiation of litigation.
  - c. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
    - (1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): All Units
    - (2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Unit S
    - (3) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units F, H, J, K and X
    - (4) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units J and F

d. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding two matters of potential initiation of litigation.

e. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Agricultural Commissioner.

#### **Public Comments for Closed Session**

Open for public comments; Rosie Garcia, Trina Rodriguez, Jessica Thomas, Annika Anderson, Amber Gall, Scott Brusaschetti and Scott Egerton, all in person, commented.

#### **The Board Recessed for Closed Session Agenda Items**

#### **10:30 A.M. - Reconvened on Public Agenda Items**

#### **Roll Called**

Present: 5 - Supervisor Mary L. Adams, Supervisor Wendy Root Askew and Supervisor Luis A. Alejo, appeared in person, Supervisor Chris Lopez and Supervisor John M. Phillips appeared via video conference

#### **Staff Present**

Charles McKee, County Administrative Officer, Susan Blicht, Chief Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

#### **Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

#### **Pledge of Allegiance**

The Pledge of Allegiance to be led by Esther Hobbs.

#### **Additions and Corrections by Clerk**

The following additions and corrections were read into the record:

Due to the need for immediate consideration by the Board of matters which arose after the posting of the agenda, as provided in Section 54954.2 of the California Government Code the Board is asked to make the following addition.

Housing and Community Development - Consent Calendar:

Item No. 45.1 is being removed as it is a duplicate of Item No. 44

#### **Ceremonial Resolutions**

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo seconded by Supervisor Wendy Root Askew to

adopt Ceremonial Resolutions 2 through 5.

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Root Askew: AYE**

**Chair Supervisor Adams: AYE**

2. Adopt a resolution Commending Sergeant Jennifer West upon her retirement from 23 years of public service with the Monterey County Sheriff's Office. (Supervisor Adams)

**Adopted Resolution No. 22-263**

3. Adopt a resolution commending Emma Rayas, Administrative Services Officer to the Assessor's Department, for her dedicated service of 30 years to the county of Monterey upon her retirement. (Supervisor Adams)

**Adopted Resolution No. 22-260**

4. Adopt a resolution recognizing Roxanne Wilson for her dedicated service to the most vulnerable residents of Monterey County. (Supervisor Alejo)

**Adopted Resolution No. 22-262**

5. Adopt a resolution proclaiming July 17-23, 2022 "Probation Services Week. (Supervisor Adams)

**Adopted Resolution No. 22-261**

### Appointments

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to appoint/reappoint Item Numbers 6 through 8.

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Root Askew: AYE**

**Chair Supervisor Adams: AYE**

6. Reappoint Lamont Adams to the Monterey County Workforce Development Board representing Labor Organization with a term ending on September 1, 2025. (Nominated By Monterey County Workforce Development Board)

### **Reappointed**

7. Reappoint Julia Belliard to the Monterey County Workforce Development Board as a Business Organization Representative with a term ending on October 23, 2024. (Nominated by the Monterey

County Workforce Development Board)

**Reappointed**

8. Appoint Marc Zacovic to the Monterey County Workforce Development Board as Post-Secondary Education Representative with a term ending on July 19, 2025. (Nominated by the Monterey County Workforce Development Board)

**Appointed**

**Approval of Consent Calendar – (See Supplemental Sheet)**

9. See Supplemental Sheet

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to approve Consent Calendar Item Numbers 20 through 48 excluding Item No. 45.1 which was removed via Additions and Corrections as it was a duplicate of Item No. 44.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

**General Public Comments**

10. General Public Comments

Open for general public comments for items not on today's agenda; Ms. Eddy, in person, and Nina Beety, via Zoom, commented.

**Scheduled Matters**

11. a. Receive a presentation on the San Mateo County 21 Elements Initiative; and  
b. Discuss and provide direction regarding a similar initiative for the County of Monterey.

Darby Marshall, Housing Program Manager, in person, and Joshua Abrams, and Guido Persicone, via Zoom, presented via PowerPoint presentation.

Open for public comments; Tyller Williamson and Alison Kerr, via Zoom, commented.

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

- a. Receive a presentation on the San Mateo County 21 Elements Initiative; and  
b. Directed staff to explore and meet with city representatives and other related agencies to discuss a similar initiative for the County of Monterey and to return to the Board in 3 months to provide an update.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE

Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

**12.** Introducing Supervisor Luis A. Alejo's Young Supervisors Program Class of 2022.

Supervisor Luis A. Alejo introduced and presented the Young Supervisors in attendance for 2022.

Open for public comments; no public comments made.

Upon consensus the Board received an:

Introduction to Supervisor Luis A. Alejo's Young Supervisors Program Class of 2022.

**12:00 P.M. - Recessed to Lunch back into Closed Session**

**1:30 P.M. - Reconvened**

**Roll Called**

Present: 5 - Supervisor Mary L. Adams and Supervisor Wendy Root Askew, appeared in person, and Supervisor Chris Lopez, Supervisor Luis A. Alejo and Supervisor John M. Phillips appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Susan Blitch, Chief Assistant County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

**Scheduled Matters**

- 13.** a. Consider approval of the response to the 2021 - 2022 Monterey County Civil Grand Jury Final Report - "Monterey County's Cannabis Industry Up in Smoke", "Monterey County's Initial Response to Covid -19 Pandemic" and "Public Safety At What Cost" and
- b. Authorize the County Administrative Officer to submit the approved response to the Presiding Judge of the Superior Court, County of Monterey, by August 10, 2022.

Joann Iwamoto, Program Manager, Gerry Malais, Emergency Services Manager, Elsa Jimenez, Director Health Services and Nick Chiulos, Assistant County Administrative Officer, all in person, verbally presented.

Open for public comments; Eloise Shim, via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

- a. To approve the response to the 2021 - 2022 Monterey County Civil Grand Jury Final Report - "Monterey County's Cannabis Industry Up in Smoke", "Monterey County's Initial Response to Covid -19 Pandemic" and "Public Safety At What Cost" and
- b. Authorize the County Administrative Officer to submit the approved response to the Presiding

Judge of the Superior Court, County of Monterey, by August 10, 2022.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

14. a. Direct the creation of a patient centered, unified and sustainable Monterey County Health System;  
 b. Direct the Director of the Health Department, CEO of Natividad, County Administrative Officer (CAO), and Assistant CAO to form the Monterey County Unified Planning Committee (MCUP);  
 c. Create and appoint two members of the Board of Supervisors to the Unified Health System Ad Hoc Committee; and  
 d. Direct the MCUP to report regularly to the Ad Hoc Committee of the Board of Supervisors for further direction.

Charles McKee, County Administrative Officer, Dr. Chad Harris, CEO Natividad and Elsa Jimenez, Director of Health, all in person, presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to:

- a. Direct the creation of a patient centered, unified sustainable Monterey County Health System;  
 b. Direct the Director of the Health Department, CEO of Natividad, Chief Administrative Officer (CAO), and Assistant CAO to form the Monterey County Unified Planning Committee (MCUP);  
 c. Create and appointed Supervisor Chris Lopez and Supervisor Wendy Root Askew as two members of the Board of Supervisors to the Unified Health System Ad Hoc Committee; and  
 d. Direct the MCUP to report regularly to the Ad Hoc Committee of the Board of Supervisors for further direction.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

#### New Referrals

15. New Referrals

Charles McKee, County Administrative Officer from the County Administrative office shared there are no new referrals this week.

#### Referral Responses

16. Consider adopting a resolution to:  
 Approve naming of Building 400 of Natividad Medical Center (“NMC”) the Barbara Shipnuck

Professional Center, in honor of Barbara Shipnuck, for her profound, enduring, and extraordinary contribution to the healthcare of current and future generations of Monterey County residents, subject to the conditions on naming of NMC facilities set forth in Naming Monterey County-Owned and Operated Facilities and Programs at Natividad Medical Center Policy, G-149 (unanimous approval of those present and voting required).

**Dr. Chad Harris, CEO Natividad and Andrea Rosenberg, Assistant Administrator, in person, presented via PowerPoint presentation.**

**Open for public comments; Shipnuck Family commented.**

**A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to Adopt Resolution No. 22- 264 to:**

**Approve naming of Building 400 of Natividad Medical Center (“NMC”) the Barbara Shipnuck Professional Center, in honor of Barbara Shipnuck, for her profound, enduring, and extraordinary contribution to the healthcare of current and future generations of Monterey County residents, subject to the conditions on naming of NMC facilities set forth in Naming Monterey County-Owned and Operated Facilities and Programs at Natividad Medical Center Policy, G-149 (unanimous approval of those present and voting required).**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Root Askew: AYE**

**Chair Supervisor Adams: AYE**

17. a. Receive a status update report in response to Board Referral No. 2021.19 seeking to create a Farmworker Resource Center that provides services and referrals in the community of Greenfield.
- b. Provide further direction, as appropriate.

**Jose Chang, Assistant Agricultural Commissioner, via Zoom, verbally presented.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:**

- a. Receive a status update report in response to Board Referral No. 2021.19 seeking to create a Farmworker Resource Center that provides services and referrals in the community of Greenfield; and
- b. Directed staff to return to the Board after the grant application is available.

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Root Askew: AYE**

**Chair Supervisor Adams: AYE**

### **Other Board Matters**

### **County Administrative Officer Comments**

**18. County Administrative Officer Comments**

County Administrative Officer comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4583](http://monterey.granicus.com/EditFile.php?clip_id=4583)

**Board Comments****19. Board Comments**

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4583](http://monterey.granicus.com/EditFile.php?clip_id=4583)

**Read Out from Closed Session by County Counsel****CLOSED SESSION REPORT:****1. Closed Session under Government Code section 54950, relating to the following items:**

a. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

- (1) David Campos (Worker's Compensation Appeals Board No. ADJ11046375)
- (2) David Campos (Worker's Compensation Appeals Board No. ADJ11046373)
- (3) Charles Cassinelli (Worker's Compensation Appeals Board No. ADJ12088402)
- (4) Margarita Trejo (Worker's Compensation Appeals Board No. ADJ12619380)
- (5) Jesse Hernandez, et al. v. County of Monterey, et al. (United States District Court case no. 13CV02354-BLF)

The Board took no reportable actions on items 1.a.(1)(2)(3)(4)(5)

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

The Board took no reportable actions on items 1.b.

c. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:

- (1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): All Units
- (2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Unit S
- (3) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units F, H, J, K and X
- (4) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units J and F

The Board took no reportable actions on items 1.c.(1)(2)(3)(4)

d. Pursuant to Government Code section 54956.9(d)(4), the Board will confer with legal counsel regarding two matters of potential initiation of litigation.

The Board voted to join two Amicus Briefs: Louisiana vs. Centers for Disease Control (CDC) supporting CDC termination of COVID 19 restrictions on Immigration and 303 Creative vs. Elenis Colorado's antidiscrimination law.

e. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Agricultural Commissioner.

The Board took no reportable actions on items 1.e.

**Adjourned**

The meeting was adjourned at 3:24 p.m. by Chair Supervisor Mary L. Adams.

**Supplemental Sheet, Consent Calendar****Natividad Medical Center**

20. a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Professional and Call Coverage Services Agreement with Radiology Medical Group of Santa Cruz County, Inc. (RMG) to provide radiology services for the period August 16, 2022 to August 31, 2025 for an amount not to exceed \$15,505,645; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not exceed ten percent 10% (\$1,550,565) of the original contract amount.

**Approved - Agreement No.: A-15937**

**Health Department**

21. Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services Director to execute Amendment No. 3 to the Paramedic Service Provider Agreement between the County of Monterey and Pebble Beach Community Services District for the provision of paramedic services in the County of Monterey for the period from July 31, 2022 through June 30, 2025.

**Approved - Agreement No.: A-14607; Amendment No.: 3**

22. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new three (3) year Mental Health Services Agreement between the County of Monterey and Benjamin Macasaet DBA New Horizon II Adult Residential Facility in Salinas, CA for the provision of mental health services for Monterey County adult residents with severe psychiatric disabilities in the amount of \$148,920 for Fiscal Year (FY) 2022-23, \$148,920 for FY 2023-24, and \$148,920 for FY 2024-25, for a maximum County obligation of \$446,760 for the retroactive term of July 1, 2022 through June 30, 2025; and
- b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and
- c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$44,676) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15938**

23. Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services Director to execute Amendment No. 3 to the Paramedic Service Provider Agreement between the County of Monterey and Carmel Highlands Fire Protection District for the provision of paramedic services in the County of Monterey for the period from July 31, 2022 through June 30, 2025.

**Approved - Agreement No.: A-14605; Amendment No.: 3**

24. Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services Director to execute Amendment No. 3 to the Paramedic Service Provider Agreement between the County of Monterey and Cypress Fire Protection District for the provision of paramedic services in the County of Monterey for the period from July 31, 2022 through June 30, 2025.

**Agreement No.: A-12132; Amendment No.: 3**

25. Approve and authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services (EMS) Agency Director, to execute Amendment No 6 to extend the Paramedic Service Provider Agreement between the County of Monterey and Monterey County Regional Fire District on the same terms and conditions for a period from July 31, 2022 to January 31, 2025.

**Approved - Agreement No.: A-13461; Amendment No.: 6**

26. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between the County of Monterey and United Way Monterey County for the term retroactive to July 1, 2022 to June 30, 2023 for the provision of family education and mental health services in the amount of \$50,000 for Fiscal Year (FY) 2022-23, for a total Agreement amount not to exceed \$50,000.

**Approved - Agreement No.: A-15939**

27. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a non-standard COVIDNet Participation Agreement between the County of Monterey and the California Department of Public Health for the term of upon execution through June 30, 2025, for the Participation of COVID Network of California Laboratories for SARS-Co-V-2 Whole Genome Sequencing.
- b. Approve non-standard risk provisions in Agreement as recommended by Director of Health.

**Approved - Agreement No.: A-15940**

28. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute Amendment No. 1 to Agreement A-15566 between the County of Monterey and the Community Foundation of Monterey County, revising budget line items with no change to the total contract liability of \$3,283,900 to meet grant deliverables of the U.S. Department of Health & Human Services Advancing Health Literacy to Enhance Equitable Community Response to COVID-19 initiative (Award No. 1-CPIMP211281-01-00); and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the amendments do not significantly change the scope of work.

**Approved - Agreement No.: A-15566; Amendment No. 1**

29. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a new three

(3) year Mental Health Services Agreement between the County of Monterey and Emmanuel Inneh DBA Monterey Bay Guest Home II in Salinas, CA for the provision of board and care services for Monterey County adult residents with severe psychiatric disabilities in the amount of \$233,600 for Fiscal Year (FY) 2022-23, \$233,600 for FY 2023-24, and \$233,600 for FY 2024-25, for a maximum County obligation of \$700,800 for the retroactive term of July 1, 2022 through June 30, 2025; and

b. Approve non-standard insurance provision in Agreement as recommended by the Director of Health; and

c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%; \$70,080) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15941**

**30.** a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Mental Health Services Agreement between the County of Monterey and Lakemary Center for the provision of residential and psychiatric services to Monterey County youth that require a moderate to severe level of residential care, in the amount of \$784,750 for Fiscal Year (FY) 2022-23, \$784,750 for FY 2023-24, and \$784,750 for FY 2024-25 for a total Agreement amount not to exceed \$2,354,250 for the term retroactive to July 1, 2022 through June 30, 2025; and

b. Approve non-standard insurance provisions in Agreement, as recommended by the Director of Health; and

c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) (\$235,425) of the original Agreement amount and do not significantly alter the scope of services.

**Approved - Agreement No.: A-15942**

**31.** a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Animal Services Agreement between the County of Monterey and Spay Neuter Imperative Project (SNIP) for the term retroactive to July 11, 2022 to June 30, 2023 for the provision of all-inclusive feral cat spay/neuter clinics along with domestic cat spay/neuter clinics within unincorporated Monterey County communities and the City of Salinas with no cost for residents in the amount of \$194,400 for Fiscal Year (FY) 2022-23, for a total Agreement amount not to exceed \$194,400; and

b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$19,440) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15943**

**32.** Approve and authorize the Director of Health or Assistant Director of Health, to execute on behalf of the County of Monterey standard agreements, and any amendments thereto, for continued funding from public and private local, State, and Federal agencies for designated programs and to sign standard subcontractor agreements not to exceed \$100,000 associated with continued funding agreements for designated programs. Programs and their associated agreements are identified in an "Attachment A-Program Funding List" to the Board Report.

**Approved - Agreement No.: A-15944**

33. a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and Ventana Faculty Medical Associates of Monterey County, Inc. for the term retroactive to July 16, 2022 to June 30, 2023 for serving as the County's Sexual Assault Forensic Examiner (SAFEs) service provider and providing professional and call coverage services for the Sexual Assault Response Team (SART), in the amount of \$257,210 for Fiscal Year (FY) 2022-23, for a total Agreement amount not to exceed \$257,210; and
- b. Authorize the Director of Health or Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the total amendments do not exceed 10% (\$25,721) of the original contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15945**

34. a. Approve and authorize the Director of Health or the Assistant Director of Health, to execute an Animal Services Agreement between the County of Monterey and the City of Greenfield (City) for term retroactive to July 1, 2022 to June 30, 2024 for the use of the Animal Services Center and provision of other animal services; and
- b. Approve and authorize the Director of Health or the Assistant Director of Health to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work.

**Approved - Agreement No.: A-15946****Department of Social Services**

35. a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Central Coast Center for Independent Living (CCCIL) for \$217,997 to provide housing navigation and stabilization services to eligible homeless transitional age youth populations for the period of August 1, 2022 through June 30, 2023; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (\$21,799) of the original contract amount, and do not significantly change the scope of work.

**Approved - Agreement No.: A-15947****Criminal Justice**

36. a. Approve and Authorize the Sheriff or Sheriff's Designee to sign a non-standard Agreement with LSC Destruction, for destruction of firearms, effective upon signature, this is a revenue generating contract.

**Approved - Agreement No.: A-15948**

37.

- a. Approve and authorize the Sheriff or Sheriff Designee to sign a non-standard retroactive Service Agreement with Motorola Solutions, Inc., (retroactively) from April 15, 2022 to April 14, 2023, for radio management services for 66 radios, in the amount of \$2,112; and
- b. Approve and authorize the Sheriff or Sheriff Designee to sign a non-standard retroactive Service Agreement with Motorola Solutions, Inc., (retroactively) from July 1, 2022 to June 30, 2023, for radio programming and management services for 350 radios, in the amount of \$124,898; and
- c. Authorize the Sheriff or Sheriff Designee to sign annual non-standard Service Agreement(s)/Quote with Motorola Solutions, Inc., for one (1) year for the next four (4) years, for radio, programming and management services for 66 Motorola radios, and the cost does not exceed the cost of the previous year plus 10 percent (each year); and
- d. Authorize the Sheriff or Sheriff Designee to sign annual non-standard Service Agreement(s)/Quote with Motorola Solutions, Inc., for one (1) year for the next four (4) years, for radio, programming and management services for 350 Motorola radios, and the cost does not exceed the cost of the previous year plus 10 percent (each year).

**Approved - Agreement No.: A-15949**

### **General Government**

38.

- a. Approve and authorize the Contracts/Purchasing Officer or her designee to execute Amendment #1 to Agreement No. A-15433 between the County of Monterey and *BetterUp, Inc.* extending the term of the Agreement through August 31, 2023, or until the last annual subscription expires, and increasing the not-to-exceed amount to \$720,000; and
- b. Authorize the Contracts/Purchasing Officer or her designee to sign the initial and any subsequent Order Forms where the Order Forms do not significantly change the scope of work or cause an increase in the not-to-exceed amount

**Approved - Agreement No. A-15433; Amendment No.: 1**

39.

- a. Approve and authorize the Director of the Emergency Communications Department to sign the 5th renewal amendment between the County of Monterey and TriTech Software Systems, a division of CentralSquare Technologies, LLC. retroactive to February 7, 2022 through February 6, 2023, for an amount not to exceed \$291,342 which increases the agreement total to \$1,372,682, to continue providing maintenance and support for the Department's Computer Aided Dispatch System; and
- b. Authorize the Director of the Emergency Communications Department to sign up to three additional renewals to this Agreement where each renewal will include a 5% annual escalator and may include additional support costs for changes to the System's configuration.

**Approved - Agreement No.: A-15950; Amendment No.: 5**

40.

- a. Approve and authorize the Director of the Emergency Communications Department to sign an agreement between the County of Monterey and DATAMARK, a division of Michael Baker

International, Inc. which includes nonstandard mutual indemnification and liability terms, for a term of five years beginning upon the date of execution, for an amount not to exceed \$154,250, to provide Geographical Information Systems (GIS) mapping software;

- b. Authorize the Director of the Emergency Communications Department to sign up to three amendments to this Agreement where the total amendments do not exceed 10% (\$15,425) of the original agreement amount and do not significantly change the scope of work;
- c. Approve and authorize the Director of the Emergency Communications Department to sign a Scope of Work with DATAMARK, a division of Michael Baker International, Inc., through cooperative purchasing agreement H-GAC Buy 20-00525, with a term of five years for an amount not to exceed \$73,833 to purchase Geographical Information Systems (GIS) services; and
- d. Authorize the Director of the Emergency Communications Department to sign up to three amendments to this Scope of Work where the total Amendments do not exceed 10% (\$7,383) of the original agreement amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15951**

- 41. Adopt a Resolution to approve the proposed amended Bylaws of the Equal Opportunity and Civil Rights Advisory Commission.

**Adopted - Resolution No.: 22-265**

- 42. a. Approve and authorize the Chief Information Officer to execute a non-standard “Authorization to Order” under the State of California Network and Telecommunications Agreement, Category 24 - C4DNCS19 for Flat Rate Internet services with Wave Business for an amount not to exceed \$47,000, commencing July 12, 2022, and ending June 30, 2025; and
  - b. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary to implement the Agreement; and
  - c. Approve and authorize the Chief Information Officer to execute up to two (2) future amendments to this Agreement, extending the term by one (1) year each, subject to County Counsel review, provided the terms of the Agreement remains substantially the same and provided the additional costs per year do not exceed ten percent (10%) of the original agreement amount.

**Approved - Agreement No.: A-15952**

- 43. Approve the Memorandum of Understanding (MOU) for the Service Employees International Local 521 (SEIU) Units F, H, J and K for the period July 1, 2021 through June 30, 2024.

**Approved - Agreement No.: A-15953**

### **Housing and Community Development**

- 44. a. Approve Amendment No. 7 to Professional Services Agreement No. A-12775 with Denise Duffy & Associates, Inc. (DDA) to increase the not to exceed amount of \$676,448 by \$100,000 for a total amount not to exceed \$776,448 to allow the completion of tasks; and

b. Authorize the Housing and Community Development Director to execute Amendment No.7 to Professional Services Agreement No. A-13085 with DDA, and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts. (ADDED VIA ADDENDA)

**Approve - Agreement No.: A-12775; Amendment No.: 7**

- 45.** a. Find that execution of the Conservation and Scenic Easement Deed is categorically exempt under CEQA Guidelines section 15317;
- b. Accept a Conservation and Scenic Easement Deed for the Brad A. LeSage and Kadee R. Melicia property;
- 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 recordation.
- (Conservation and Scenic Easement Deed- PLN210017/ Lesage Brad A. & Melicia Kadee R., 591 Viejo Road, Carmel (Assessor's Parcel Numbers 103-021-009-000), Greater Monterey Peninsula Area Plan)

**Approved**

- 45.1** a. Approve Amendment No. 7 to Professional Services Agreement No. A-12775 with Denise Duffy & Associates, Inc. (DDA) to increase the not to exceed amount of \$676,448 by \$100,000 for a total amount not to exceed \$776,448 to allow the completion of tasks; and
- b. Authorize the Housing and Community Development Director to execute Amendment No.7 to Professional Services Agreement No. A-13085 with DDA, and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts. (ADDED VIA ADDENDA)

**Removed from agenda via additions and corrections**

**Public Works, Facilities and Parks**

- 46.** a. Adopt the Monterey County 2022 Construction Task Catalogs, Job Order Contracting (JOC) 2022 - Roads & Bridges Project Specifications and JOC 2022 - Facilities Project Specifications, and Monterey County 2022 Technical Specifications for JOC 2022, Project No. JOC 2022, Bid No. Roads & Bridges 2022-01, Bid No. Roads & Bridges 2022-02, Bid No. Roads & Bridges 2022-03, Bid No. Roads & Bridges 2022-04, Bid No. Roads & Bridges 2022-05, and Bid No. Roads & Bridges 2022-06, and Project No. JOC 2022, Bid No. Facilities 2022-01, Bid No. Facilities 2022-02, Bid No. Facilities 2022-03, and Bid No. Facilities 2022-04;
- b. Authorize the Department of Public Works, Facilities and Parks Director to advertise for bids in the Monterey County Weekly; and
- c. Support lowest bid price as the basis of award for the FY 2022/23 JOC bids.

**Adopted**

47. a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal and Amendment No. 1 between the County of Monterey, and Dave's Repair Service to extend the term of existing services to provide on-call repair services and include new services described as annual underground storage tank monitor certification, spill bucket & LLD testing, annual underground tank vapor testing, monthly designated operator inspections and SP989 testing (Tri-Annual) at various County fueling sites in the amount of \$111,580, for a total amount not to exceed \$258,580 and extend the term retroactively from July 1, 2022 to June 30, 2024; and
- b. Authorize the Contracts/ Purchasing Officer or Contracts/Purchasing Supervisor to execute Renewal and Amendment No. 1 to the Standard Agreement and up to two (2) additional years, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the additional costs per year do not exceed ten percent (10%) of the cost of the prior year.

**Approved - Agreement No.: A-14498; Amendment No.: 1**

48. Receive the Monterey County Fish and Game Advisory Commission 2021 Annual Report to the Board of Supervisors.

**Approved**

**Addenda**

- 49.

**Addenda**

**Added under Housing and Community Development - Consent**

- 45.1 a. Approve Amendment No. 7 to Professional Services Agreement No. A-12775 with Denise Duffy & Associates, Inc. (DDA) to increase the not to exceed amount of \$676,448 by \$100,000 for a total amount not to exceed \$776,448 to allow the completion of tasks; and
- b. Authorize the Housing and Community Development Director to execute Amendment No.7 to Professional Services Agreement No. A-13085 with DDA, and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.

# Monterey County

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



## Meeting Minutes - Draft

Tuesday, July 26, 2022

9:00 AM

### Board of Supervisors

*Chair Supervisor Mary L. Adams - District 5  
Vice Chair Supervisor Luis A. Alejo - District 1  
Supervisor John M. Phillips - District 2  
Supervisor Chris Lopez - District 3  
Supervisor Wendy Root Askew - District 4*

**9:00 A.M. - Called to Order**

The meeting was called to order by Chair Supervisor Mary L. Adams.

**Roll Called**

Present: 5 - Supervisor Mary L. Adams, appeared in person, Supervisor Chris Lopez, Supervisor Luis A. Alejo Supervisor Wendy Root Askew and Supervisor John M. Phillips appeared via video conference

**Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

**Additions and Corrections for Closed Session by County Counsel**

There were no additions or corrections to closed session.

**Closed Session**

1. Closed Session under Government Code section 54950, relating to the following items:
  - a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:
    - (1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): All Units
    - (2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Unit X
    - (3) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units R and S
  - b. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Administrative Officer.
  - c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Public Defender.
  - d. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the County Counsel.
  - e. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Civil Rights Officer.
  - f. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.

g. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

(1) Property: Laguna Seca Recreation Area

Agency Negotiator(s): Randy Ishii, Director of Public Works Facilities and Parks and Leslie J. Girard, County Counsel

Negotiating Parties: A&D Narigi Consulting LLC and Friends of Laguna Seca

Under negotiation: Price and terms

h. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Kathy Longoria (Workers' Compensation Appeals Board No. ADJ11565027)

(2) Kathy Longoria (Workers' Compensation Appeals Board No. ADJ14414349)

i. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding appointment of the position of County Administrative Officer.

### **Public Comments for Closed Session**

Open for public comments; no public comments were made.

### **The Board Recessed for Closed Session Agenda Items**

### **10:30 A.M. - Reconvened on Public Agenda Items**

### **Roll Called**

Present: 5 - Supervisor Mary L. Adams, Supervisor Luis A. Alejo and Supervisor John M. Phillips, appeared in person, with Supervisor Chris Lopez and Supervisor Wendy Root Askew who appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

### **Pledge of Allegiance**

The Pledge of Allegiance to be led by Judy Cabrera, Executive Director for the Central Coast Center for Independent Living

### **Additions and Corrections by Clerk**

Due to the need for immediate consideration by the Board of matters which arose after the posting of the agenda, as provided in Section 54954.2 of the California Government Code the

Board is asked to make the following addition.

The following additions and corrections were read into the record:

Corrections to Item No. 5 under Ceremonial Resolutions:

5. Request for this Resolution came from District 4 – Supervisor Askew and not Supervisor Adams as noted on the Agenda

Corrections to Item No. 18.1 under Scheduled Matters:

18.1 Revised Attachment C, change on last sentence of page 1. It previously read as South Salinas Areas, it now reads as Prunedale South Areas

Corrections to Item No. 43 under General Government:

43. Revised Board Report, change on cash amount for Construction Management (PDP & MNS). It previously read as \$84,145, it now reads as \$984,145

### Ceremonial Resolutions

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor John M. Phillips to adopt Ceremonial Resolutions 2 through 7.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

2. Adopt a resolution recognizing Mee Memorial Healthcare System as the recipient of the King City Chamber of Commerce and Agriculture's 2021 Business of the Year Award. (Supervisor Lopez)

**Adopted Resolution No. 22-271**

3. Adopt a resolution recognizing John & Karen Jernigan as the recipients of the King City Chamber of Commerce and Agriculture's 2021 Citizen of the Year Award. (Supervisor Lopez)

**Adopted Resolution No. 22-269**

4. Adopt a resolution recognizing Evette Wheeler as the recipient of the King City Chamber of Commerce and Agriculture's 2021 Friend of the Community Award. (Supervisor Lopez)

**Adopted Resolution No. 22-268**

5. Adopt a resolution proclaiming the month of August 2022 as "Community Health Worker (CHW) Appreciation Month" in Monterey County, which honors and thanks CHWs who create bridges between health and social service providers and community members which has been particularly vital during the COVID-19 pandemic, and recognizes the role CHWs play as a professional workforce in

the delivery of health and social services among our communities. (Supervisor Root Askew)  
(Supervisor Adams) Corrected via Additions and Corrections

**Adopted Resolution No. 22-267**

6. Adopt a resolution recognizing the accomplishments of Wrestling Standout Ayden Schlotthauer and declaring July 26, 2022 “Ayden Schlotthauer Day” in Monterey County. (Supervisor Alejo)

**Adopted Resolution No. 22-266**

7. Adopt a resolution honoring Jose Luis Serrano, upon his retirement from the Monterey County Public Works, Facilities & Parks, after 17 seventeen years of dedicated public service in Monterey County (Supervisor Adams)

**Adopted Resolution No. 22-270**

**Appointments**

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo to appoint/reappoint Item Numbers 8 through 12.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

8. Reappoint Maria Ortiz to the Child Care Planning Council as a Community Representative with a term ending on June 30, 2025. (Nominated by the Child Care Planning Council)

**Reappointed**

9. Reappoint Jose Vasquez to the In-Home Supportive Services Advisory Committee representing the Consumer Category with a term ending on June 30, 2025. (Nominated By District 3, Supervisor Lopez)

**Reappointed**

10. Reappoint David Alexander to the Animal Control Program Advisory Board with a term ending on July 1, 2025. (Nominated By District 5, Supervisor Adams)

**Reappointed**

11. Reappoint Morgan Gilman to the County Service Area No.1 as a Primary Representative with a term ending on June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Reappointed**

12. Reappoint Linda Cooperman to the County Service Area No. 1 as Primary Representative with a term ending June 30, 2025. (Nominated By District 5, Supervisor Adams)

**Reappointed****Approval of Consent Calendar – (See Supplemental Sheet)**

13. See Supplemental Sheet

Open for public comments; Dina Northcutt, Eloise Shim, Zeb Feldman, via Zoom, and Wes White, in person, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to approve Consent Calendar Item Numbers 22 through 60.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: AYE

Chair Supervisor Adams: AYE

**General Public Comments**

14. General Public Comments

Open for general public comments for items not on today's agenda; Wes White, in person, commented.

**Scheduled Matters**

15. Consider Adopting a Resolution to:
- Call for the election on the Childcare Initiative and approve the Ballot Question; and
  - Order Consolidation with the Statewide General Election on November 8, 2022.

Les Girard, County Counsel, in person, verbally presented.

Open for public comments; Kevin Dayton, Alma Cervantes, Simon Salinas and Christine Horton, in person, and Barbara Meister, via Zoom, commented.

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to Adopt Resolution No.: 22-272 to:

- Call for the election on the Childcare Initiative and approve the Ballot Question; and
- Order Consolidation with the Statewide General Election on November 8, 2022.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

16. Adopt a Resolution in support of and endorsing the “*Safe, Affordable, Quality Child Care In Monterey County Act*” ballot initiative, and designating Supervisors to author an argument in favor of the Initiative for inclusion in the Voter Information Guide.

Les Girard, County Counsel, in person, verbally presented.

Open for public comments; Barbara Meister, Rick Aldinger, Eloise Shim, all via Zoom, and Will Lewellyn, Maria Parra, Anna Lorena, and Cesar Lara, in person, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Wendy Root Askew to: Adopt Resolution No. 22-273 in support of and endorsing the “*Safe, Affordable, Quality Child Care In Monterey County Act*” ballot initiative, and designate Chair Supervisor Mary L. Adams to author an argument in favor of the Initiative for inclusion in the Voter Information Guide.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

**12:00 P.M. - Recessed to Lunch back into Closed Session**

**1:30 P.M. - Reconvened**

### **Roll Called**

Present: 5 - Supervisor Mary L. Adams and Supervisor John M. Phillips, appeared in person, with Supervisor Luis A. Alejo, Supervisor Chris Lopez and Supervisor Wendy Root Askew who appeared via video conference

### **Staff Present**

Charles McKee, County Administrative Officer, Les Girard, County Counsel and Valerie Ralph, Clerk of the Board appeared in person.

### **Announcement of Interpreter**

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

### **Scheduled Matters**

17. Conduct a Public Hearing to:
- Accept the report of delinquent sanitation fees from twenty (20) parcels totaling \$19,355.58,

including late penalties as set forth in the “Report of 2021 Delinquent Fees County Service Area 75-Chualar” (Report);

b. Consider any protests and objections to the Report by property owners liable to be assessed for delinquent sanitation fees for County Service Area 75-Chualar.

c. Adopt a resolution to:

i. Confirm the report of delinquent sanitation fees for County Service Area 75-Chualar, as identified in the “Report of 2021 Delinquent Fees County Service Area 75-Chualar”: and

ii. Authorize the delinquent sanitation fees from twenty (20) parcels totaling \$19,355.58 including late penalty fees, as set forth in the confirmed Report to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and

d. Authorize the Clerk of the Board to file a certified copy of the Report with the Auditor-Controller.

**Public hearing commenced**

**Lynette Redman, Management Analyst III from the Public Works, Facilities & Parks Department, in person, verbally presented.**

**Open for public comments; no public comments made.**

**A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:**

**a. Accept the report of delinquent sanitation fees from twenty (20) parcels totaling \$19,355.58, including late penalties as set forth in the “Report of 2021 Delinquent Fees County Service Area 75-Chualar” (Report);**

**b. Consider any protests and objections to the Report by property owners liable to be assessed for delinquent sanitation fees for County Service Area 75-Chualar.**

**c. Adopt Resolution No. 22-274 to:**

**i. Confirm the report of delinquent sanitation fees for County Service Area 75-Chualar, as identified in the “Report of 2021 Delinquent Fees County Service Area 75-Chualar”: and**

**ii. Authorize the delinquent sanitation fees from twenty (20) parcels totaling \$19,355.58 including late penalty fees, as set forth in the confirmed Report to constitute special assessments against the respective parcels of land to be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected; and**

**d. Authorize the Clerk of the Board to file a certified copy of the Report with the Auditor-Controller.**

**Roll call vote taken pursuant to Government Code 54953:**

**Supervisor Alejo: AYE**

**Supervisor Phillips: AYE**

**Supervisor Lopez: AYE**

**Supervisor Root Askew: AYE**

**Chair Supervisor Adams: AYE**

- 18.**
- a. Receive a staff report for implementation of a payment plan option for commercial cannabis cultivation tax to address Fiscal Year 21-22 delinquent payments and additional options to retroactively reduce the tax rates to provide the industry with a fresh start in Fiscal Year 22-23; and
  - b. Consider other issues bearing on the Board’s decision on tax rates related to the commercial cannabis industry, including its data reporting practices; and
  - c. Support the creation of a commercial cannabis audit program and consider Cannabis Assignment as a funding source; and

d. Provide direction as appropriate.

**Joann Iwamoto, Cannabis Program Manager, Myles Echenique, Management Analyst and Mary Zeeb, Treasurer-Tax Collector, in person, and Ezequiel Vega, County Budget Director, Greg Turner, Executive Director and Adam Crabtree, NCS Analytics CEO, via Zoom, presented via PowerPoint presentation.**

Open for public comments; Sergio (last name inaudible), Kristin DePaci, Michelle Hackett, Eloway, Miguel Alvarez, in person, and George Allen, Aaron Johnson, Joey Espinoza, Chris Hallahan, Eloise Shim, Robert Roach, Kieran Kinggenberg, Mark Anisworth, Jake (no last name provided), Kavanaugh Attorney, Austin Goings, Shawn Adame, and Jenna Rosenthal, via Zoom, commented.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Luis A. Alejo, as amended, to:

- a. Receive a staff report for implementation of a payment plan option for commercial cannabis cultivation tax to address Fiscal Year 21-22 delinquent payments and additional options to retroactively reduce the tax rates to provide the industry with a fresh start in Fiscal Year 22-23; and
- b. Direct Staff to prepare an Ordinance based upon Staff's proposed Option Number 3, which would 1) amend Monterey County Code Chapter 7.100 to retroactively reduce Fiscal Year 21-22 rates to \$3 per square foot of indoor canopy, \$2 per square foot of mixed-light canopy, and \$1 per square foot of nursery canopy, for Quarters 2, 3, and 4, only; and 2) amend the Board's conditional waiver of penalties and interest accrued for the second and third quarters from July 31, 2022, adopted on March 1, 2022, as Ordinance No. 5371, to include quarter 4 and to extend the conditional waiver to January 31, 2023 and further directed that any taxpayer taking advantage of this extension that is not otherwise delinquent should be considered to be in good standing through the new January 31, 2023 deadline to pay Fiscal Year 21-22 Quarters 2, 3, and 4 commercial cannabis taxes.
- c. Assure the Cannabis Industry, that, during the time before the Ordinance becomes effective, the County does not intend to direct staff to shut down businesses based on their commercial cannabis tax delinquency from Fiscal Year 21-22 Quarters 2, 3, and/or 4.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE  
Supervisor Phillips: AYE  
Supervisor Lopez: AYE  
Supervisor Root Askew: AYE  
Chair Supervisor Adams: AYE

- 18.1** Consider funding the increased cost for the WeatherTech Raceway at Laguna Seca (WRLS) Start-Finish Bridge and Racetrack Resurfacing Project, Project No. 8498, advancing funds for the 20% sponsorship match to be reimbursed by A&D Narigi Consulting, LLC. (A&D) by December 31, 2023, and awarding a contract to Granite Construction Company, the lowest responsible bidder, for the base bid and bid alternate for the Start-Finish Bridge and Racetrack Resurfacing Project in the amount of \$12,198,230. (ADDED VIA ADDENDA)

**Randy Ishii, Director of Public Works, Facilities and Parks, Bryan Flores, Chief of Parks and John Narigi, Laguna Seca Contractor, all in person, presented via PowerPoint presentation.**

Open for public comments; Gary Cursio, Rick Aldinger, and Bruce Canepa, via Zoom, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo with

Supervisor Wendy Root Askew, voting no, to:

a. Adopt Resolution No. 22-313, Agreement No. A-15972:

i. Approve and authorize the County Administrative Officer or designee to execute Addendum No. 2 to the Agreement for the Operation and Management of the Laguna Seca Recreation Area between the County of Monterey and A&D for "Additional Sponsorship Revenue" in excess of the amount under contract as of the date this Addendum No. 2 is effective in an amount sufficient to provide twenty percent (20%) of the total cost of the Project, estimated at \$1,634,459, but in any event not less than \$1,035,000, by December 31, 2023;

ii. Authorize advancing the 20% sponsorship match of \$1,634,459, for cash flow purposes, from General Fund 001, Contingencies Appropriation Unit CAO020, as an operating transfer out to Capital Project Fund 404, Appropriation Unit PFP057, to be reimbursed by A&D with additional Sponsorship Revenue no later than December 31, 2023;

iii. Authorize and direct the Auditor-Controller to amend the fiscal year (FY) 2022-23 Adopted Budget to increase appropriations by \$14,045,797 in Capital Project Fund 404, Appropriation Unit PFP057, financed with Capital Project Fund 404 Restricted Fund Balance (404-3045) of \$8,433,599 and an operating transfer of \$5,612,198 from General Fund 001, Contingencies Appropriation Unit CAO020 (4/5ths vote required);

iv. Authorize and direct the Auditor-Controller to approve an operating transfer out of \$5,612,198 for FY 2022-23 from General Fund 001, Contingencies Appropriation Unit CAO020, to Capital Project Fund 404, Appropriation Unit PFP057, where General Fund Contingencies has sufficient appropriations available in the adopted budget to cover the transfer (4/5ths vote required);

b. Award a contract to Granite Construction Company, Inc., the lowest responsible bidder, for the WeatherTech Raceway at Laguna Seca (WRLS) Start-Finish Bridge and Racetrack Resurfacing Project, Project No. 8498, in the total amount of \$12,198,230;

c. Approve the Performance and Payment Bonds executed and provided by Granite Construction Company, Inc.;

d. Authorize a project cost estimate contingency, not to exceed ten percent (10%) of the contract amount or \$1,219,823 to provide funding for approved contract change orders;

e. Authorize the Director of Public Works, Facilities and Parks to execute the contract and, subject to the terms of the Public Contract Code and Board Policies as applicable, approve change orders to the contract that do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work; and

f. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with Plans and Special Provisions for the construction of the Laguna Seca Start Finish Bridge and Track Overlay, Project No. 8498; and receive quarterly reports on the project.

Motion carried 4 to 1

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE

Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: NAY

Chair Supervisor Adams: AYE

### New Referrals

#### 19. New Referrals

Charles McKee, County Administrative Officer from the County Administrative office shared there are no new referrals this week.

**Referral Responses**

There were no referral responses this week.

**Other Board Matters****County Administrative Officer Comments****20.** County Administrative Officer Comments

County Administrative Officer comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4587](http://monterey.granicus.com/EditFile.php?clip_id=4587)

**Board Comments****21.** Board Comments

Board Comments can be heard by clicking the following link:

[http://monterey.granicus.com/EditFile.php?clip\\_id=4587](http://monterey.granicus.com/EditFile.php?clip_id=4587)

**Read Out from Closed Session by County Counsel****CLOSED SESSION REPORT:****1. Closed Session under Government Code section 54950, relating to the following items:****a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:**

(1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado

Employee Organization(s): All Units

(2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado

Employee Organization(s): Unit X

(3) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado

Employee Organization(s): Units R and S

The Board took no reportable actions on items 1.a.(1)(2)(3)

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

The Board took no reportable actions on items 1.b.

**c. Pursuant to Government Code section 54957(b)(1), the Board will provide a performance evaluation for the Public Defender.**

The Board took no reportable actions on items 1.c.

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

The Board took no reportable actions on items 1.d.

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

The Board took no reportable actions on items 1.e.

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

The Board took no reportable actions on items 1.f.

g. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:

(1) Property: Laguna Seca Recreation Area

Agency Negotiator(s): Randy Ishii, Director of Public Works Facilities and Parks and Leslie J. Girard, County Counsel

Negotiating Parties: A&D Narigi Consulting LLC and Friends of Laguna Seca

Under negotiation: Price and terms

The Board took no reportable actions on items 1.g.(1)

h. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:

(1) Kathy Longoria (Workers' Compensation Appeals Board No. ADJ11565027)

(2) Kathy Longoria (Workers' Compensation Appeals Board No. ADJ14414349)

The Board took no reportable actions on items 1.h.(1)(2)

i. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding appointment of the position of County Administrative Officer.

The Board took no reportable actions on items 1.i.

### Adjourned

The meeting was adjourned at 5:07 p.m. by Chair Supervisor Mary L. Adams.

**Supplemental Sheet, Consent Calendar****Natividad Medical Center**

22. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with BetterUp, Inc. to purchase annual subscriptions for unlimited professional coaching sessions and full access to BetterUp Platform features at NMC for an amount not to exceed \$312,000 with an agreement term August 1, 2022 through July 31, 2023.
- b. Approve the NMC Chief Executive Officer's recommendation to accept all non-standard risk provisions within the agreement.
- c. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to sign the initial and any subsequent Order Forms where the Order Forms do not significantly change the scope of work and do not change the term or total liability of the agreement.
- d. Authorize the 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%) (\$31,200) of the original cost of the agreement.

**Approved - Agreement No.: A-15954**

23. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute a no cost agreement with AmerisourceBergen Drug Corporation for medication inventory tracking software services at NMC with an agreement term August 1, 2022 through July 31, 2025.
- b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard indemnification, insurance, limitations on liability, and limitations on damages provisions within the agreement.

**Approved - Agreement No.: A-15955**

24. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with the National Association of Children's Hospitals and Related Institutions, Inc. for pediatric learning and development services at NMC for an amount not to exceed \$11,800 with an agreement term retroactive from July 1, 2022 through June 30, 2023.
- b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard limitations on liability and limitations on damages provisions within the agreement.

**Approved - Agreement No.: A-15956**

25. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute renewal and amendment No. 2 to the agreement (A-15005) with Lincoln & Associates for leadership coaching for operational and support services and facilitation of training programs, extending the agreement an additional one (1) year period (July 1, 2022 through June 30, 2023) for a revised full agreement term of January 1, 2019 through June 30, 2023, and adding \$20,000 for a revised total agreement amount not to exceed \$171,869.

**Approved - Agreement No.: A-15005; Amendment No. 2**

26. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Renewal & Amendment 1 to the agreement (A-14350) with Everyone's Harvest for the operation and management of the certified Farmers' Market at NMC, extending the agreement an additional three (3) year period (July 1, 2022 through June 30, 2025) for a revised full agreement term of July 1, 2019 through June 30, 2025, and adding \$133,480 for a revised total agreement amount not to exceed \$263,560.

**Approved - Agreement No.: A-14350; Amendment No. 1**

27. a. Approve and accept the Student Placement Agreement template to be used in partnering with universities and colleges for the placement of students within the Natividad Medical Center (NMC) to complete internship/externship assignments as part of their field education and service learning requirements for their respective field of study program; and
- b. Approve and authorize updates to the Student Placement Agreement template in accordance with local, state, and federal law, subject to review and approval of County Counsel; and
- c. Approve and authorize amendments to the text of the Student Placement Agreements that do not significantly change the level of risk or the scope of a party's obligations or responsibilities, subject to review and approval of County Counsel and County Risk Manager; and
- c. Approve and authorize use of student placement agreement templates from partnering universities and colleges where the terms are not significantly different from the Student Placement Agreement template, do not significantly change the level of risk or the scope of a party's obligations or responsibilities, and subject to review and approval of County Counsel and County Risk Manager;
- d. Approve and authorize execution by the Chief Executive Officer for Natividad Medical Center (NMC) or his designee of the Student Placement Agreement template or substantively similar template of partnering universities and colleges for Fiscal Years 2021-2022 through Fiscal Year 2026-2027.

**Approved - Agreement No.: A-15957**

28. Authorize the Deputy Purchasing Agent for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-14741) with Certified Medical Testing for repair, maintenance and testing of piped medical gas and vacuum systems at NMC, to add an additional \$26,500 due to vendor rate increases and consistent use of services, for a revised total Agreement amount of \$223,015, with no changes to the agreement term July 1, 2020 through June 30, 2024.

**Approved - Agreement No.: A-14741; Amendment No. 2**

29. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an Order Form ORD-0753621 with HealthStream, Inc. subject to the terms and conditions of the HealthStream Master Services Agreement (A-14475), to cover overage fees for software licenses for NPR Instructor courses at a cost of \$12,886; and authorize an additional \$979 increase to the total Agreement amount to cover an invoice from a prior year, for a revised total Agreement amount not to exceed \$381,264, with no change to the Agreement term of July 1, 2019 through June 30, 2027.

**Approved - Agreement No.: A-14475**

30. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute

amendment No. 3 to the agreement with NeoGenomics Laboratories, Inc. for patient specimen testing 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, 2017 through July 31, 2024, and adding \$60,000 for a revised total agreement amount not to exceed \$160,000.

**Approved - Agreement No.: A-15959**

- 31.** a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 with The Buzz PR, LLC for marketing and public relations services, with a \$100,000 increase for a revised total agreement amount not to exceed \$200,000 with no change to the Agreement term (November 1, 2020 through October 31, 2023) or the scope of work.
- b. Authorize the 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.

**Approved - Agreement No.: A-15966**

- 32.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Third Amendment to the Professional and Call Coverage Services Agreement (A-14453) with Advanced Gastroenterology of Monterey County to provide gastroenterology services extending the term by twelve months (August 1, 2022 to July 31, 2023) for a revised full agreement term of August 1, 2019 to July 31, 2023, and adding \$650,000 for a revised total not to exceed amount of \$2,600,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad or his designee to sign up to three (3) future amendments to this Agreement where the total amendments do not significantly change the scope of work and do not cause an increase of more than ten percent 10% (\$65,000) of the original contract amount.

**Approved - Agreement No.: A-14453 ; Amendment No. 3**

- 33.** a. Authorize the Chief Executive Officer for Natividad or his designee to execute the Fifth Amendment to the Professional and Call Coverage Services Agreement (A-13611) with Mohamed Kerala Serio, M.D. to provide cardiology services, extending the term by twelve months (August 1, 2022 to July 31, 2023) for a revised full agreement term of July 1, 2017 to July 31, 2023, and adding \$610,000 for a revised total not to exceed amount of \$3,710,000 in the aggregate; and
- b. Authorize the Chief Executive Officer for Natividad to sign up to three (3) future amendments to this agreement where the amendments do not significantly change the scope of work, and do not cause an increase of more than ten percent 10% (\$122,000) of the original contract amount.

**Approved - Agreement No.: A-13611; Amendment No. 5**

### **Health Department**

- 34.** Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 1 to the Professional Services Agreement between the County of Monterey and the United Way of Monterey County for the provision of Prevention and Early Intervention Outreach and Engagement

services retroactive to July 1, 2022, which adds funding in the amount of \$100,000 for FY 2022-23 and \$100,000 for FY 2023-24, for a new total Agreement amount not to exceed \$281,900 for a term of July 1, 2021 through June 30, 2024.

**Approved - Agreement No.: A-15971**

**Department of Social Services**

- 35.** a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a zero cost Memorandum of Understanding (MOU) with the Center for Employment Training, to assist with employment training and placement for individuals served by the Monterey County Community Action Partnership (MCCAP) and/or local service providers, for the period of August 1, 2022 through June 30, 2025; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this MOU as long as they do not encompass payment or significantly change the scope of services.

**Approved - Agreement No.: A-15960**

- 36.** a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Unity Care Group for \$1,045,520 for the provision of Transitional Housing Placement-Plus (THP-Plus) and housing assistance programs for eligible former foster and probation youth for the period of August 1, 2022 through June 30, 2024; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) amendments to this agreement where the total amendments do not exceed 10% (\$104,552) of the contract amount and do not significantly change the scope of work.

**Approved - Agreement No.: A-15961**

- 37.** a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a zero cost agreement with the Salinas Union High School District to provide a variety of classes to CalWORKs customers and the community at the Department of Social Services 730 LaGuardia building in Salinas for the period of August 1, 2022 through June 30, 2023; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three (3) additional amendments to this agreement that do not encompass payment and do not significantly change the scope of services.

**Approved - Agreement No.: A-15962**

- 38.** a. Authorize the Contracts and Purchasing Officer, under the terms of Government Services Administration Multiple Award Schedule #47QTCA18D0081, to sign and approve purchase orders for SAS analytical software maintenance and support through third-party reseller Executive Information Systems, LLC, in the amount of \$81,886 retroactive to June 30, 2022 for a full term of June 30, 2022 to June 29, 2025, including nonstandard indemnification and liability terms; and
- b. Authorize the Contracts and Purchasing Officer to approve modifications to the purchase orders where the modifications do not exceed 10% (\$8,188) of the three-year aggregate total.

**Approved - Agreement No.: A-15963**

**Criminal Justice**

39. a. Approve and Authorize the Sheriff or Sheriff's Designee to sign the Memorandum of Understanding (MOU) with the City of Carmel, Del Rey Oaks, Gonzales, Greenfield, King City, Monterey, Pacific Grove, Sand City, Seaside, Soledad, Marina and Salinas to provide Local Law Enforcement Agencies access to Automated Fingerprint Identification System (AFIS), effective upon signature.

**Approved - Agreement No.: A-15964**

**General Government**

40. Adopt a Resolution to:
- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary ranges of the Property Transfer Clerk and Senior Property Transfer Clerk as indicated in attachment A;
  - b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the salary ranges of the Appraiser I, Appraiser II, Appraiser III and Supervising Appraiser as indicated in attachment A;
  - c. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

**Adopted Resolution No. 22-275**

41. Receive the Action Minutes of the Capital Improvement Committee for the 1st and 2nd Quarters of 2022 for the meetings held on January 18, February 14, March 14, April 11, and May 9, 2022.

**Approved**

42. a. Accept grant funds from the Central Coast Community Energy Member Agency Planning, Implementation, and Innovation Grant Program grant award in the amount of \$150,000 to fund the development of County Decarbonization Framework to strategically plan the decarbonization of County buildings; and
- b. Enter into, execute, and deliver Planning, Implementation, and Innovation Grant Agreement such subject to review and approval of the Office of the County Counsel as to form and legality; and
  - c. Authorize the Auditor-Controller to amend the Fiscal Year 2022-23 County Administrative Office Adopted Budget 001-1050-CAO004-8054 to increase appropriations and estimated revenue by \$150,000, funded by the augmentation of grant revenues from Central Coast Community Energy (3CE) (4/5ths vote required).

**Approved - Agreement No.: A- 15973**

43. a. Authorize the Chief Information Officer or his designee, to execute a non-standard Agreement with Spectrum Pacific West, LLC., by its Manager, Charter Communications, Incorporated, to build,

deploy, operate, and maintain broadband services to unserved and underserved areas in Monterey County, set forth in Request for Proposal (RFP) Number 10819, in the amount of \$1,610,000 for the term of July 1, 2022, through December 31, 2024; and

b. Authorize the Chief Information Officer the option to execute up to two (2) additional amendments to this Agreement, each extending the term by one year, where the additional costs per year do not exceed ten percent (10%) of the total contract amount, subject to County Counsel review, and provided that the terms and conditions of the agreement remain substantially the same.

**Approved - Agreement No.: A-15965**

- 44.** Approve and authorize the County Counsel's Office to execute Amendment #6, with Kennedy/Jenks Consultants, to extend the agreement for one year with no additional funding, for a new full term of March 1, 2016 to September 1, 2023, for the construction, testing, reporting and oversight of a bioventing system at the Lake San Antonio Resort/Marina site, required by the California State Water Resources Control Board and Regional Board ("Water Boards") to address fuel spill remediation at the lake, to be funded from County Counsel - Enterprise Risk (001-1210-8429-COU006).

**Approved - Agreement No.: A-12828; Amendment No. 6**

- 45.** Adopt Resolution to Allow Santa Rita Union Elementary School District to Create a School Facilities Improvement District Pursuant to California Education Code section 15303.

**Adopted Resolution No. 22-276**

- 46.** Adopt an ordinance amending Chapter 7.100 of the Monterey County Code to reduce the commercial cannabis business tax rates for mixed-light and indoor cultivation retroactive to July 1, 2022 and authorize the Board to, by Resolution, waive and/or stay interest and penalties for cannabis operators with delinquent cannabis business taxes.

**Due to clerical inadvertence an incorrect version of the ordinance was attached to the file for adoption, therefore, this item will have to return to the Board.**

- 47.** a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending June 30, 2022; and  
b. Receive and Approve the Treasurer's Investment Policy for FY 2022-2023; and  
c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607.

**Approved**

- 48.** 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.

**Approved - Agreement No.: A-14510 ; Amendment No. 4**

49. Adopt a Resolution to:
- Amend Board Policy A-15 Monterey County Staff Mobile Phone & Wireless Device Policy;
  - Direct the Human Resources Department and Auditor Controller's Office to take the necessary actions to implement the policy.

**Adopted Resolution No. 22-277**

50. Adopt a Resolution to:
- Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to modify Section A.50 Health Promotion Paid Leave Program;
  - Direct the Human Resources Department and Auditor Controller's Office to take the necessary actions to implement the policy.

**Adopted Resolution No. 22-278**

51. Adopt a Resolution to:
- Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV Employee/Bargaining Units to establish Unit ZX for unrepresented confidential managers;
  - Direct the Human Resources Department and Auditor Controller's Office to take the necessary actions to create Unit ZX in the HRM Advantage System.

**Adopted Resolution No. 22-143**

**Housing and Community Development**

52. a. Find that the execution of the Conservation and Scenic Easement Deed is categorically exempt under CEQA Guidelines section 15317; and
- b. Accept a Conservation and Scenic Easement Deed of approximately 0.75 acres over portions of the parcel commonly referred to as APN 008-491-015-000 to satisfy a condition of approval related to Planning Commission Resolution 11-030 (File No. PLN100579); and
- c. Authorize the Chair 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 - PLN100579, Chevy Chase Trust, 3184 17 Mile Drive, Pebble Beach, APN 008-491-015-000, Del Monte Forest Land Use Plan)

**Approved**

53. a. Approve Amendment No. 3 to Agreement No. A-14427 with Accela, Inc., to correct the not to exceed amount from \$1,108,746.85 to \$2,127,744.16 retroactively to July 1, 2022, to continue to provide implementation, hosting and maintenance for the subscription services for the Accela software product ("services") with no change in the term from June 27, 2019 through June 30, 2025 or to the Scope of Services;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 and future amendments to the Agreement where the scope of work is not changed significantly and do not exceed ten percent (10%) of the total Agreement amount.

**Approved - Agreement No.: A-14427; Amendment No. 3**

**Public Works, Facilities and Parks**

- 54.** a. Approve and authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute a Standard Agreement between the County and Staples Contract & Commercial, LLC (Agreement) in an amount not to exceed \$500,000 for office furniture solutions and related accessories and services procured under Sourcewell contract 121919-SCC, retroactive to April 19, 2022; and
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, amendments to the Agreement provided that said amendments do not significantly change the terms of the Agreement or increase the not to exceed amount by ten percent (10%) of the original Agreement amount.

**Approved - Agreement No.: A-15967**

- 55.** Adopt resolutions for County Service Areas 1, 9, 15, 19, 20, 23, 24, 26, 30, 31, 32, 33, 35, 37, 38, 41, 44, 45, 47, 50, 51, 52, 53, 54, 56, 58, 62, 66, 68, 72, and 75:
- a. Certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for the respective County Service Area; and
- b. Authorizing and directing the Auditor-Controller to enter the amount of the charges against the respective lots or parcels as they appear in the assessment roll for FY 2022-23 as described in Exhibit 1 and Exhibit 2 (CSA 45 Oak Hills Subdivision only) of each Resolution.

**County Service Area 1 - Adopted Resolution No. 22-280**  
**County Service Area 9 - Adopted Resolution No. 22-281**  
**County Service Area 15 - Adopted Resolution No. 22-282**  
**County Service Area 19 - Adopted Resolution No. 22-283**  
**County Service Area 20 - Adopted Resolution No. 22-284**  
**County Service Area 23 - Adopted Resolution No. 22-285**  
**County Service Area 24 - Adopted Resolution No. 22-286**  
**County Service Area 26 - Adopted Resolution No. 22-287**  
**County Service Area 30 - Adopted Resolution No. 22-288**  
**County Service Area 31 - Adopted Resolution No. 22-289**  
**County Service Area 32 - Adopted Resolution No. 22-290**  
**County Service Area 33 - Adopted Resolution No. 22-291**  
**County Service Area 35 - Adopted Resolution No. 22-292**  
**County Service Area 37 - Adopted Resolution No. 22-293**  
**County Service Area 38 - Adopted Resolution No. 22-294**  
**County Service Area 41 - Adopted Resolution No. 22-295**  
**County Service Area 44 - Adopted Resolution No. 22-296**  
**County Service Area 45 - Adopted Resolution No. 22-297**  
**County Service Area 47 - Adopted Resolution No. 22-298**  
**County Service Area 50 - Adopted Resolution No. 22-299**  
**County Service Area 51 - Adopted Resolution No. 22-300**  
**County Service Area 52 - Adopted Resolution No. 22-301**  
**County Service Area 53 - Adopted Resolution No. 22-302**  
**County Service Area 54 - Adopted Resolution No. 22-303**  
**County Service Area 56 - Adopted Resolution No. 22-304**  
**County Service Area 58 - Adopted Resolution No. 22-305**

**County Service Area 62 - Adopted Resolution No. 22-306**  
**County Service Area 66 - Adopted Resolution No. 22-307**  
**County Service Area 68 - Adopted Resolution No. 22-308**  
**County Service Area 72 - Adopted Resolution No. 22-309**  
**County Service Area 75 - Adopted Resolution No. 22-310**

56. Approve and Authorize the Director of Public Works, Facilities and Parks (PWFP) to execute a Reimbursement Agreement between the Transportation Agency of Monterey County (TAMC) and the County of Monterey for the Pavement Management Program update.

**Approved - Agreement No.: A-15968**

57. a. Award a contract to Granite Construction Company, the lowest responsible bidder for the Cooper Road Reconstruction, Project No. 1152, in the total amount of \$4,074,032;
- b. Award a contract to Granite Rock Company, the lowest responsible bidder for the Murphy Road Reconstruction, Project No. 1169, in the total amount of \$973,452.40;
- c. Approve the Performance and Payment Bonds executed and provided by Granite Construction Company and Granite Rock Company;
- d. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$407,403, to provide funding for approved contract change orders for Cooper Road Reconstruction, Project No. 1152;
- e. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$97,345, to provide funding for approved contract change orders for Murphy Road Reconstruction, Project No. 1169;
- f. Authorize the Director of Public Works, Facilities and Parks to execute the contracts and, subject to the provisions of the Public Contract Code and Board Policies as applicable, approve change orders to the contract that do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work; and
- g. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with the Plans and Special Provisions for the construction of Cooper Road Reconstruction, Project No. 1152 and Murphy Road Reconstruction, Project No. 1169.

**Approved - Agreement No.: A-15969**

58. Adopt an urgency ordinance amending Section 14.18.040 of the Monterey County Code to establish up to a \$1,000 civil penalty for illegal camping in the right-of-way of State Highway One between the Carmel River and the Monterey-San Luis Obispo County Line (4/5 vote required).

**Adopted Ordinance No. 5381**

59. Adopt an urgency ordinance to amend Section 12.28.030 of the Monterey County Code to prohibit parking from 7:00 a.m. to 6:00 p.m. during weekdays on Madison Lane on both sides from Boronda Road easterly to its terminus in the unincorporated area of Monterey County (4/5ths vote required).

**Adopted Ordinance No 5382**

- 60.** Approve and Authorize the Director of Public Works, Facilities and Parks (PWFP) to execute a Funding Agreement between the Transportation Agency of Monterey County (TAMC) and the County of Monterey for the Wayfinding Sign Program.

**Approved - Agreement No.: A-15970**

**Addenda**

- 61.**

**Added under 1:30 PM Scheduled Matters**

- 18.1** Consider funding the increased cost for the WeatherTech Raceway at Laguna Seca (WRLS) Start-Finish Bridge and Racetrack Resurfacing Project, Project No. 8498, advancing funds for the 20% sponsorship match to be reimbursed by A&D Narigi Consulting, LLC. (A&D) by December 31, 2023, and awarding a contract to Granite Construction Company, the lowest responsible bidder, for the base bid and bid alternate for the Start-Finish Bridge and Racetrack Resurfacing Project in the amount of \$12,198,230.



# Monterey County

**Item No.56**

## Board Report

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

**Legistar File Number: 22-778**

**August 23, 2022**

**Introduced:** 8/15/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** General Agenda Item

Adopt the Board of Supervisors' meeting schedule for the calendar year 2023.

Prepared by Valerie Ralph, Clerk of the Board 831-755-5066

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

Adopt the Board of Supervisors' meeting )  
 schedule for the calendar year 2023..... )

The Board will meet on Wednesday, May 31, 2023, at 9:00 a.m. and Thursday, June 1, 2023, at 9:00 a.m. for Budget Hearings and will meet every Tuesday at 9:00 a.m., as scheduled below:

<b>Meeting On:</b>
January 10, 2023
January 24, 2023
January 31, 2023
February 7, 2023
February 14, 2023
February 28, 2023
March 7, 2023
March 14, 2023
March 21, 2023
March 28, 2023
April 4, 2023 Budget Workshop
April 18, 2023
April 25, 2023
May 2, 2023
May 9, 2023
May 16, 2023
May 23, 2023
May 31, 2023 Budget Hearings - Wednesday
June 1, 2023 Budget Hearings - Thursday
June 6, 2023
June 13, 2023
June 22, 2023 Executive Performance Evaluations – Thursday
June 23, 2023 Executive Performance Evaluations - Friday
June 27, 2023
July 11, 2023
July 18, 2023
July 25, 2023
August 22, 2023
August 29, 2023
September 12, 2023
September 19, 2023
September 26, 2023
October 3, 2023
October 10, 2023
October 17, 2023
October 24, 2023
November 3, 2023 BOS/Dept. Head Retreat - Thursday
November 7, 2023
November 14, 2023
December 5, 2023
December 6, 2023 - Wednesday
December 7, 2023 Executive Performance Evaluations – Thursday
December 8, 2023 Executive Performance Evaluations – Friday

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

The Board will not meet on the following dates in observance of holidays, other recesses and conferences or otherwise posted, at 9:00 a.m. as noted below:

<b>No Meeting On:</b>	<b>In observance of:</b>
January 3, 2023	Eco Recess
January 17, 2023	Martin Luther King’s Day
February 21, 2023	President’s Day
April 11, 2023	Spring Break
May 30, 2023	Memorial Day
June 20, 2023	Juneteenth
July 4, 2023	Independence Day
August 1, 2023	Summer Recess
August 8, 2023	Summer Recess
August 15, 2023	Summer Recess
September 5, 2023	Labor Day
October 31, 2023	No Meeting
November 21, 2023	Thanksgiving Day
November 28, 2023	CSAC Conference
December 12, 2023	Winter Break
December 19, 2023	Winter Break
December 26, 2023	Winter Break

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

AYES:  
NOES:  
ABSENT:

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

Dated:

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

By \_\_\_\_\_  
Deputy



# Monterey County

**Item No.57**

## Board Report

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

**Legistar File Number: RES 22-154**

**August 23, 2022**

**Introduced:** 8/9/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Resolution

It is recommended that the Board of Supervisors to adopt a resolution to:

- a. Approve the submittal of a grant funding application, retroactive to March 15, 2022, by the Monterey County Office of Emergency Services (OES) to the Governor's Office of Emergency Services (CalOES), LISTOS California (LC) Community Emergency Response Teams (CERT) Support Grant Program, in the amount of \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023, for the OES Big Sur and Carmel Valley CERT disaster response training and training/response equipment; and
- b. Authorize the Emergency Services Manager, or designee, from the Monterey County Office of Emergency Services to execute, receive, manage, and enter into a contract with the Governor's Office of Emergency Services for a \$15,000 grant, for the 2022 LISTOS California Community Emergency Response Team Support grant from the Governor's Office of Emergency Services; and
- c. Authorize and direct Auditor-Controller to amend the Fiscal Year 2022-2023 Adopted Budget for the Office of Emergency Services (024-1050-CAO023-8412) to increase appropriations and estimated revenues by \$15,000 funded the augmentation of grant revenues from the Governor's Office of Emergency Services (Cal OES), (4/5th vote required.)

### RECOMMENDATION:

It is recommended that the Board of Supervisors to adopt a resolution to:

- a. Approve the submittal of a grant funding application, retroactive to March 15, 2022, by the Monterey County Office of Emergency Services (OES) to the Governor's Office of Emergency Services (CalOES), LISTOS California (LC) Community Emergency Response Teams (CERT) Support Grant Program, in the amount of \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023, for the OES Big Sur and Carmel Valley CERT disaster response training and training/response equipment; and
- b. Authorize the Emergency Services Manager, or designee, from the Monterey County Office of Emergency Services to execute, receive, manage, and enter into a contract with the Governor's Office of Emergency Services for a \$15,000 grant, for the 2022 LISTOS California Community Emergency Response Team Support grant from the Governor's Office of Emergency Services; and
- c. Authorize or direct Auditor-Controller to amend the Fiscal Year 2022-2023 Adopted Budget for the Office of Emergency Services (024-1050-CAO023-8412) to increase appropriations and

estimated revenues by \$15,000 funded the augmentation of grant revenues from the Governor's Office of Emergency Services (Cal OES), 4/5th vote required.

SUMMARY/DISCUSSION:

On March 10, 2022, OES Big Sur and Carmel Valley CERT requested OES to support and to sponsor the submission of a grant application to the Cal OES LISTOS, California CERT Support Grant Program, for disaster response training and training/response equipment, (includes kits for Firefighter Rehab, Traffic Control, and Search and Rescue).

OES submitted the grant application due to the approaching deadline of March 15, 2022, and requirement maximum of one grant application per agency. The Cal OES, LISTOS California CERT Support Grant (LC) Program, applied for \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023.

Board of Supervisor's adoption of this resolution will approve the retroactive submission of the grant application to Cal OES, LISTOS California CERT Support Grant (LC) Program, in the amount of \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023, if granted, and will authorize the Emergency Services Manager, or designee, to accept the grant and carry out grant activities on behalf of the County.

OTHER AGENCY INVOLVEMENT:

Monterey County Counsel and the Budget Committee has reviewed and approved the Board Report and Resolution.

FINANCING:

The recommended action will increase appropriations and revenues in FY 2022-23 by \$15,000 funded by Cal OES grant revenue. The 2022 LISTOS California CERT Support Grant Program RFP awards do not require matching funds.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative for supporting and enhancing Public Safety.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Tracy Molfino, Interim Emergency Manager

Approved by: Nick Chiulos, Assistant County Administrative Officer

Attachments: Board Report, Resolution, and OES Big Sur LISTOS Grant Application



# Monterey County

## Item No.55

### Board Report

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

**Legistar File Number: RES 22-154**

**August 23, 2022**

**Introduced:** 8/9/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Resolution

It is recommended that the Board of Supervisors to adopt a resolution to:

- a. Approve the submittal of a grant funding application, retroactive to March 15, 2022, by the Monterey County Office of Emergency Services (OES) to the Governor's Office of Emergency Services (CalOES), LISTOS California (LC) Community Emergency Response Teams (CERT) Support Grant Program, in the amount of \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023, for the OES Big Sur and Carmel Valley CERT disaster response training and training/response equipment; and
- b. Authorize the Emergency Services Manager, or designee, from the Monterey County Office of Emergency Services to execute, receive, manage, and enter into a contract with the Governor's Office of Emergency Services for a \$15,000 grant, for the 2022 LISTOS California Community Emergency Response Team Support grant from the Governor's Office of Emergency Services; and
- c. Authorize or direct Auditor-Controller to amend the Fiscal Year 2022-2023 Adopted Budget for the Office of Emergency Services (024-1050-CAO023-8412) to increase appropriations and estimated revenues by \$15,000 funded the augmentation of grant revenues from the Governor's Office of Emergency Services (Cal OES), 4/5th vote required.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors to adopt a resolution to:

- a. Approve the submittal of a grant funding application, retroactive to March 15, 2022, by the Monterey County Office of Emergency Services (OES) to the Governor's Office of Emergency Services (CalOES), LISTOS California (LC) Community Emergency Response Teams (CERT) Support Grant Program, in the amount of \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023, for the OES Big Sur and Carmel Valley CERT disaster response training and training/response equipment; and
- b. Authorize the Emergency Services Manager, or designee, from the Monterey County Office of Emergency Services to execute, receive, manage, and enter into a contract with the Governor's Office of Emergency Services for a \$15,000 grant, for the 2022 LISTOS California Community Emergency Response Team Support grant from the Governor's Office of Emergency Services; and
- c. Authorize or direct Auditor-Controller to amend the Fiscal Year 2022-2023 Adopted Budget for the Office of Emergency Services (024-1050-CAO023-8412) to increase appropriations and

estimated revenues by \$15,000 funded the augmentation of grant revenues from the Governor’s Office of Emergency Services (Cal OES), 4/5th vote required.

SUMMARY/DISCUSSION:

On March 10, 2022, OES Big Sur and Carmel Valley CERT requested OES to support and to sponsor the submission of a grant application to the Cal OES LISTOS, California CERT Support Grant Program, for disaster response training and training/response equipment, (includes kits for Firefighter Rehab, Traffic Control, and Search and Rescue).

OES submitted the grant application due to the approaching deadline of March 15, 2022, and requirement maximum of one grant application per agency. The Cal OES, LISTOS California CERT Support Grant (LC) Program, applied for \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023.

Board of Supervisor’s adoption of this resolution will approve the retroactive submission of the grant application to Cal OES, LISTOS California CERT Support Grant (LC) Program, in the amount of \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023, if granted, and will authorize the Emergency Services Manager, or designee, to accept the grant and carry out grant activities on behalf of the County.

OTHER AGENCY INVOLVEMENT:

Monterey County Counsel and the Budget Committee has reviewed and approved the Board Report and Resolution.

FINANCING:

The recommended action will increase appropriations and revenues in FY 2022-23 by \$15,000 funded by Cal OES grant revenue. The 2022 LISTOS California CERT Support Grant Program RFP awards do not require matching funds.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative for supporting and enhancing Public Safety.

Mark a check to the related Board of Supervisors Strategic Initiatives

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

Prepared by: Tracy Molfino, Interim Emergency Manager

Legistar File Number: RES 22-154

---

Approved by: Nick Chiulos, Assistant County Administrative Officer

DocuSigned by:  
*Nick Chiulos*  
910D1286CA694A8...

Attachments: Board Report, Resolution, and OES Big Sur LISTOS Grant Application

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

**Resolution No.**

Resolution approving the submittal of a grant funding )  
application, retroactive to March 15, 2022, by the )  
Monterey County Office of Emergency Services )  
(OES) to the Governor’s Office of Emergency )  
Services (CalOES), LISTOS California (LC) )  
Community Emergency Response Teams (CERT) )  
Support Grant Program, in the amount of \$15,000, )  
with a grant performance period of June 1, 2022, to )  
December 31, 2023, for the OES Big Sur and Carmel )  
Valley CERT disaster response training and )  
training/response equipment; and authorizing the )  
Emergency Services Manager, or designee, from the )  
Monterey County Office of Emergency Services to )  
execute, receive, manage, and enter into a contract )  
with the Governor’s Office of Emergency Services for )  
a \$15,000 grant, for the 2022 LISTOS California )  
Community Emergency Response Team Support grant )  
from the Governor’s Office of Emergency Services; )  
and authorizing the Auditor-Controller to amend the )  
Fiscal Year 2022-2023 Adopted Budget for the Office )  
of Emergency Services (024-1050-CAO023-8412) to )  
increase appropriations and estimated revenues by )  
\$15,000 funded the augmentation of grant revenues )  
from the Governor’s Office of Emergency Services )  
(Cal OES), 4/5<sup>th</sup> vote required. )

**WHEREAS**, The Monterey County Office of Emergency Services (OES) provides oversight leadership to the CERT programs in the Operational Area (OA) of Monterey County; and

**WHEREAS**, CERT programs in Monterey County are a vital resource for responders during times of crisis when responding resources are low; and

**WHEREAS**, CERT programs throughout the County have documented that they increase the Emergency Preparedness and Community Involvement of the local citizenry; and

**WHEREAS**, on March 15, 2022, OES submitted a grant application for up to \$15,000 in competitive grant funding for disaster response training and training/response equipment for Monterey County OES sponsored CERT programs; and

**WHEREAS**, OES was notified on June 2, 2022, that the application was successful, and a

grant award of \$15,000 is pending acceptance by the County and entering into a contract agreement with the State of California; and

**WHEREAS**, CalOES requires a resolution from the County accepting the grant award and delegating authority to County representative to execute the Grant Agreement and any amendments thereto, all certifications and other documents to administer the Agreement, secure and receive the grant funds and effect the purchase of any and all required equipment, and meet all terms and conditions of the Agreement over its term; and

**WHEREAS**, the Agreement provides for a performance period of June 1, 2022, to December 31, 2023, to purchase and pay for disaster response training and training/response equipment; and

**WHEREAS**, the Auditor-Controller will amend the Fiscal Year 2022-2023 Adopted Budget for the Office of Emergency Services (024-1050-CAO023-8412) to increase appropriations and estimated revenues by \$15,000 funded the augmentation of grant revenues from the Governor's Office of Emergency Services (Cal OES), 4/5<sup>th</sup> vote required.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Monterey hereby adopts this resolution:

- a. Approving the submittal of a grant funding application, retroactive to March 15, 2022, by the Monterey County Office of Emergency Services (OES) to the Governor's Office of Emergency Services (CalOES), LISTOS California (LC) Community Emergency Response Teams (CERT) Support Grant Program, in the amount of \$15,000, with a grant performance period of June 1, 2022, to December 31, 2023, for the OES Big Sur and Carmel Valley CERT disaster response training and training/response equipment; and
- b. Authorizing the Emergency Services Manager, or designee, from the Monterey County Office of Emergency Services to execute, receive, manage, and enter into a contract with the Governor's Office of Emergency Services for a \$15,000 grant, for the 2022 LISTOS California Community Emergency Response Team Support grant from the Governor's Office of Emergency Services; and
- c. Authorizing the Auditor-Controller to amend the Fiscal Year 2022-2023 Adopted Budget for the Office of Emergency Services (024-1050-CAO023-8412) to increase appropriations and estimated revenues by \$15,000 funded the augmentation of grant revenues from the Governor's Office of Emergency Services (Cal OES), 4/5<sup>th</sup> vote required.

PASSED AND ADOPTED on this 23th day of August, 2022, 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 \_\_\_\_\_.

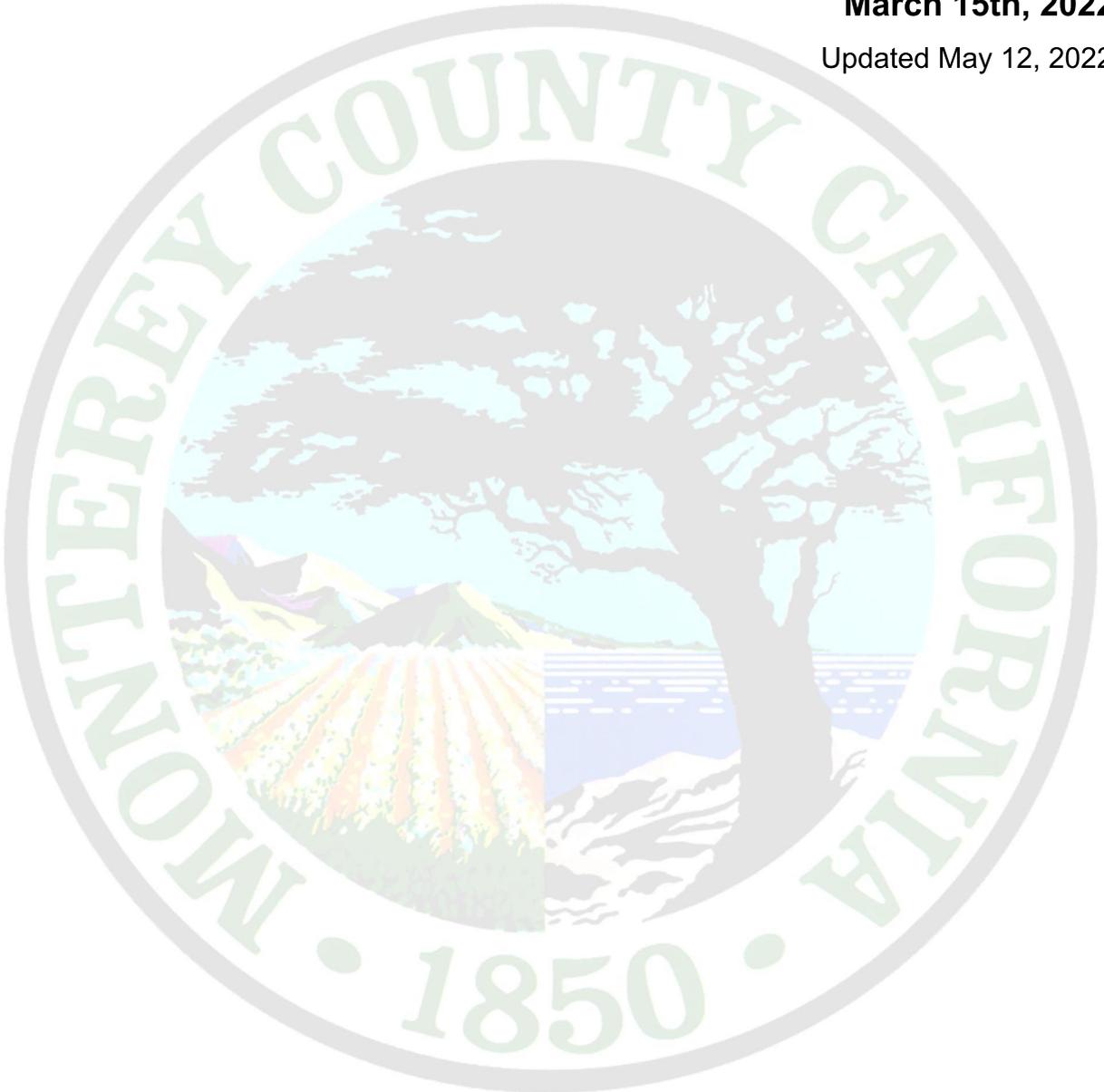
Dated: August 23, 2022

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

By \_\_\_\_\_

**March 15th, 2022**

Updated May 12, 2022



## ***Monterey County Office of Emergency Services***

**2022 Listos California CERT Support Grant (LC) Program RFP**

**Programmatic Point of Contact:**

**Justin Lin**

**Emergency Services Planner**

**Office: 831-796-1903**

**Email: [linj1@co.monterey.ca.us](mailto:linj1@co.monterey.ca.us)**

1322 Natividad Rd, Salinas CA · Office: 831-796-1900 · email: [info.oes@co.monterey.ca.us](mailto:info.oes@co.monterey.ca.us)

Cover Sheet

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
GRANT SUBAWARD FACE SHEET**

The California Governor's Office of Emergency Services (Cal OES) hereby makes a Grant Subaward of funds to the following:

- 1. **Subrecipient:** Monterey County Office of Emergency Services **1a. UEI#:** \_\_\_\_\_
- 2. **Implementing Agency:** Monterey County Office of Emergency Services, Big Sur CERT **2a. UEI#:** \_\_\_\_\_
- 3. **Implementing Agency Address:** 1322 Natividad Rd Salinas 93906-3101  
(Street) (City) (Zip+4)
- 4. **Location of Project:** Big Sur & Carmel Valley Monterey 93920-0400  
(City) (County) (Zip+4)
- 5. **Disaster/Program Title:** LC - Listos California CERT Support Grant Program **6. Performance/Budget Period:** 6/1/2022 **to** 12/31/2023  
(Start Date) (End Date)
- 7. **Indirect Cost Rate:** N/A **Federally Approved ICR (if applicable):** \_\_\_\_\_ %

Item Number	Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Cost
8.	2021	LIST	\$15,000						\$15,000
9.	Select	Select							
10.	Select	Select							
11.	Select	Select							
12.	Select	Select							
<b>Total</b>	<b>Project</b>	<b>Cost</b>	<b>\$15,000</b>		<b>\$15,000</b>				<b>\$15,000</b>

**13. Certification** - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

**14. CA Public Records Act** - Grant applications are subject to the California Public Records Act, Government Code section 6250 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

**15. Official Authorized to Sign for Subrecipient:**  
 Name: Gerry Malais Title: Emergency Services Manager  
 Payment Mailing Address: 1322 Natividad Rd. City: Salinas Zip Code+4: 93906-3101

Signature:  Date: 5/12/2022 | 2:02 PM PDT

**16. Federal Employer ID Number:** 946107834

**(FOR Cal OES USE ONLY)**

I hereby certify upon my personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Grant Subaward Face Sheet Cal OES 2-101 (Revised 1/2022) \_\_\_\_\_ (Date)  
 Cal OES Fiscal Officer) \_\_\_\_\_ (Cal OES Director or Designee)



## Grant Subaward Contact Information

### Information and Instructions

Key personnel are the official points of contact for the Grant Subaward, including the individuals identified on this form (per Subrecipient Handbook (SRH) Section 3.005).

Complete all sections of this form using the instructions below. Each individual must have a unique email address specific to them.

This form must be submitted as part of the Grant Subaward Application and with a Grant Subaward Modification (Cal OES Form 2-223) if changes are requested during the Grant Subaward performance period.

1. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Grant Subaward Director** (per SRH Section 3.010).
2. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Financial Officer** (per SRH Section 3.020).
3. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Programmatic Point of Contact** (per SRH Section 3.015).
4. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Financial Point of Contact** (per SRH Section 3.025).
5. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Executive Director** of a Non-Governmental Organization or the **Chief Executive Officer** (e.g. chief of police, superintendent of schools) for the Implementing Agency (per SRH Section 1.020).
6. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Official Designee** (per SRH Section 3.030) as stated in Section 15 of the Grant Subaward Face Sheet (Cal OES Form 2-101).
7. Provide the name, title, address (including **9-digit** Zip Code), telephone number, and e-mail address for the **Chair** of the **Governing Body** of the Subrecipient, if applicable. This must be direct contact information.



## Grant Subaward Contact Information

Grant Subaward #: \_\_\_\_\_

Subrecipient: Monterey County Office of Emergency Services

**1. Grant Subaward Director:**

Name: Gerry Malais Title: Emergency Services Manager

Telephone #: 831-796-1901 Email Address: malaisg@co.monterey.ca.us

Address/City/ Zip Code (9-digit): 1322 Natividad Rd, Salinas, CA 93906

**2. Financial Officer:**

Name: Jose L. Garcia Title: Finance Manager II

Telephone #: 831-755-5119 Email Address: garciaj1@co.monterey.ca.us

Address/City/ Zip Code (9-digit): 168 West Alisal Street, 3rd Floor Salinas, CA 93901

**3. Programmatic Point of Contact:**

Name: Justin Lin Title: Emergency Services Planner

Telephone #: 831-796-1903 Email Address: linj1@co.monterey.ca.us

Address/City/ Zip Code (9-digit): 1322 Natividad Rd, Salinas, CA 93906

**4. Financial Point of Contact:**

Name: Justin Lin Title: Emergency Services Planner

Telephone #: 831-796-1903 Email Address: linj1@co.monterey.ca.us

Address/City/ Zip Code (9-digit): 1322 Natividad Rd, Salinas, CA 93960

**5. Executive Director of a Non-Governmental Organization or the Chief Executive Officer (i.e., chief of police, superintendent of schools) of the implementing agency:**

Name: Gerry Malais Title: Emergency Services Manager

Telephone #: 831-796-1901 Email Address: malaisg@co.monterey.ca.us

Address/City/ Zip Code (9-digit): 1322 Natividad Rd, Salinas, CA 93906

**6. Official Designee, as stated in Section 15 of the Grant Subaward Face Sheet:**

Name: Gerry Malais Title: Emergency Services Manager

Telephone #: 831-796-1901 Email Address: malaisg@co.monterey.ca.us

Address/City/ Zip Code (9-digit): 1322 Natividad Rd, Salinas, CA 93906

**7. Chair of the Governing Body of the Subrecipient:**

Name: Mary Adams Title: Monterey County Board of Supervisors, Chair

Telephone #: (831)755-5055 Email Address: adamsm1@co.monterey.ca.us

Address/City/ Zip Code (9-digit): 168 W Alisal St, Salinas, CA 93901



## Grant Subaward Signature Authorization

### Information and Instructions

This form identifies the signatures for the Grant Subaward Director (see Subrecipient Handbook (SRH) Section 3.010) and Financial Officer (see SRH Section 3.020) and allows Subrecipients to designate up to five additional signers for each. **The Grant Subaward Director and Financial Officer are authorizing the additional person(s) identified to sign on their behalf on all Grant Subaward-related matters.**

Complete all sections of the form. **No single individual may be authorized to sign for both the Grant Subaward Director and Financial Officer.** The individuals identified as the Grant Subaward Director and Financial Officer must match the individuals identified on the Grant Subaward Contact Information (Cal OES Form 2-102). **The Grant Subaward Director and Financial Officer must sign this form.**

This form must be submitted as part of the Grant Subaward Application and with a Grant Subaward Modification (Cal OES Form 2-223) if changes are requested during the Grant Subaward performance period.



### Grant Subaward Signature Authorization

Grant Subaward #: \_\_\_\_\_

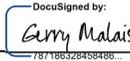
Subrecipient: Monterey County Office of Emergency Services

Implementing Agency: Monterey County Office of Emergency Services Big Sur CERT & Carmel Valley CERT

The **Grant Subaward Director** and **Financial Officer** are **REQUIRED** to sign this form.

#### Grant Subaward Director:

Printed Name: Gerry Malais

Signature: 

Date: 5/12/2022 | 2:02 PM PDT

#### Financial Officer:

Printed Name: Jose L. Garcia

Signature: 

Date: 5/13/2022 | 12:02 PM PDT

The following persons are authorized to sign for the **Grant Subaward Director**:

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

Printed Name: \_\_\_\_\_

The following persons are authorized to sign for the **Financial Officer**:

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

Printed Name: \_\_\_\_\_



## Grant Subaward Certification of Assurance of Compliance Information and Instructions

The Certification of Assurance of Compliance is a binding affirmation that the Subrecipient will comply with the requirements and restrictions outlined in the Subrecipient Handbook, including but not limited to:

- Proof of Authority,
- State and federal civil rights laws,
- Equal Employment Opportunity,
- Drug-Free Workplace,
- California Environmental Quality Act, and
- Lobbying.

**The Official Designee (see SRH Section 3.030) and the individual granting that authority (i.e., City/County Financial Officer, City/County Manager, or Governing Board Chair) must sign this form.** For State agencies, only the Official Designee must sign this form.

Complete all sections of this form and then submit:

- As part of the Grant Subaward Application,
- With a Grant Subaward Amendment (Cal OES Form 2-213) if a new fund source is being added to the Grant Subaward, (applicable Certification of Assurance of Compliance would be needed), or
- With a Grant Subaward Modification (Cal OES Form 2-223) if the Official Designee or Board Chair changes and the Resolution identifies them by name



## Grant Subaward Certification of Assurance of Compliance

Subrecipient: Monterey County Office of Emergency Services

	Cal OES Program Name	Grant Subaward #:	Grant Subaward Performance Period
1	Listos California CERT Support Grant Program		6/1/2022 to 12/31/2023
2			
3			
4			
5			
6			

I, Gerry Malais (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for reviewing the Subrecipient Handbook (SRH) and adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following areas:

### I. Proof of Authority – SRH 1.055

The Subrecipient certifies they have written authority by the governing board (e.g., County Board of Supervisors, City Council, or Governing Board) granting authority for the Subrecipient/Official Designee (see Section 3.030) to enter into a specific Grant Subaward (indicated by the Cal OES Program name and initial Grant Subaward performance period) and applicable Grant Subaward Amendments with Cal OES. The authorization includes naming of an Official Designee (e.g., Executive Director, District Attorney, Police Chief) for the agency/organization who is granted permission to sign Grant Subaward documents on behalf of the Subrecipient. Written proof of authority includes one of the following: signed Board Resolution or approved Board Meeting minutes.

### II. Civil Rights Compliance – SRH Section 2.020

The Subrecipient acknowledges awareness of, and the responsibility to comply with all state and federal civil rights laws. The Subrecipient certifies it will not discriminate in the delivery of services or benefits based on any protected class and will comply with all requirements of this section of the SRH.

### III. Equal Employment Opportunity – SRH Section 2.025

The Subrecipient certifies it will promote Equal Employment Opportunity by prohibiting discrimination or harassment in employment because of any status protected by state or federal law and will comply with all requirements of this section of the SRH.



#### IV. Drug-Free Workplace Act of 1990 – SRH Section 2.030

The Subrecipient certifies it will comply with the Drug-Free Workplace Act of 1990 and all other requirements of this section of the SRH.

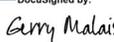
#### V. California Environmental Quality Act (CEQA) – SRH Section 2.035

The Subrecipient certifies that, if the activities of the Grant Subaward meet the definition of a “project” pursuant to the CEQA, Section 20165, it will comply with all requirements of CEQA and this section of the SRH.

#### VI. Lobbying – SRH Sections 2.040 and 4.105

The Subrecipient certifies it will not use Grant Subaward funds, property, or funded positions for any lobbying activities and will comply with all requirements of this section of the SRH.

**All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with these requirements may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.**

<b>CERTIFICATION</b>			
<p>I, the official named below, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on the date, is made under penalty of perjury under the laws of the State of California.</p>			
Official Designee's Signature:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>    <small>787186328458486</small> </div>		
Official Designee's Typed Name:	Gerry Malais		
Official Designee's Title:	Emergency Services Manager		
Date Executed:	5/12/2022   2:02 PM PDT		
<b>AUTHORIZED BY:</b>			
<p>I grant authority for the Subrecipient/Official Designee to enter into the specific Grant Subaward(s) (indicated by the Cal OES Program name and initial Grant Subaward performance period identified above) and applicable Grant Subaward Amendments with Cal OES.</p>			
<input type="checkbox"/>	City Financial Officer	<input checked="" type="checkbox"/>	County Financial Officer
<input type="checkbox"/>	City Manager	<input type="checkbox"/>	County Manager
<input type="checkbox"/>	Governing Board Chair		
Signature:	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>    <small>CS86CA3807A214</small> </div>		
Typed Name:	Jose L. Garcia		
Title:	Finance Manager II		
Date Executed:	5/13/2022   12:02 PM PDT		

GAVIN NEWSOM  
GOVERNOR

MARK S. GHILARDUCCI  
DIRECTOR



**LISTOS CALIFORNIA CERT SUPPORT GRANT PROGRAM  
CERT Training Certification**

**Name of Agency:** Monterey County Office of Emergency Services

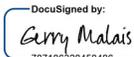
I, Gerry Malais (Official Designee; same person as Section 15 of the Grant Subaward Face Sheet) hereby certify that the above Subrecipient is responsible for adhering to all of the Grant Subaward requirements as directed by Cal OES including, but not limited to, the following area:

- The Subrecipient certifies they are conducting classroom-based, instructor-led, CERT training based on the 20-hour FEMA curriculum, incorporating all nine module and all hands-on exercises (e.g., fire suppression, medical triage, cribbing), including a disaster simulation drill, or utilizing the approved CERT Training curriculum.

**All appropriate documentation must be maintained on file by the Subrecipient and available for Cal OES upon request. Failure to comply with this requirement may result in suspension of payments under the Grant Subaward(s), termination of the Grant Subaward(s), and/or ineligibility for future Grant Subawards if Cal OES determines that any of the following has occurred: (1) the Subrecipient has made false certification, or (2) the Subrecipient violated the certification by failing to carry out the requirements as noted above.**

**CERTIFICATION**

I, the official named above, am the same individual authorized to sign the Grant Subaward [Section 15 on Grant Subaward Face Sheet], and hereby affirm that I am duly authorized legally to bind the Subrecipient to the above-described certification. I am fully aware that this certification, executed on this date, is made under penalty of perjury under the laws of the State of California.

Official Designee Signature:   
 Official Designee Typed Name: Gerry Malais  
 Official Designee's Title: Emergency Services Manager  
 Date Executed: 5/12/2022 | 2:02 PM PDT



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 845-8506 TELEPHONE (916) 845-8511 FAX  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)



**Grant Subaward Budget Pages**  
Single Fund Source

Subrecipient: Monterey County OES	Grant Subaward #:
A. Personnel Costs - Line-item description and calculation	Total Amount Allocated
<b>PERSONNEL COSTS CATEGOTY TOTAL</b>	



**Grant Subaward Budget Pages**  
Single Fund Source

<b>Subrecipient: Monterey County OES</b>	<b>Grant Subaward #:</b>
<b>B. Operating Costs - Line-item description and calculation</b>	<b>Total Amount Allocated</b>
3 Full CERT Refresher Classes (3 classes@\$900 ea=\$2,700)	\$2,700
CERT Refreshers Zoom 3 Class Package (1 package x \$500= \$500)	\$500
CPR Class (40 people@\$95ea=\$3,800)	\$3,800
1 Full FEMA curriculum CERT course (1 course x \$2,500)	\$2,500
Field Training: CERT Members: CERT backpacks w/ gear (20@\$75 ea)	\$1,500
Field Training: CERT Admin: 1 laptop w/ windows 10 & MS/Office (1@\$1000)	\$1,000
Field Training: Fireman Rehab Kit: Folding tables \$117(3 @ \$39 ea)	\$117
Field Training: Fireman Rehab Kit: folding chairs \$204 (6@ \$34 ea)	\$204
Field Training: Fireman Rehab Kit: cooling fans \$298( 2@\$149 ea)	\$298
Field Training: Fireman Rehab Kit: 2 tarps \$38(2@ \$19 ea)	\$38
Field Training: Fireman Rehab Kit: wash bucket \$30(1@\$30 ea)	\$30
Field Training: Fireman Rehab Kit: water \$56 (2 cases@2@\$28 ea)	\$56
Field Training: Fireman Rehab Kit: LED light stations \$198(2@\$99 ea)	\$198
Field Training: Traffic Control Kit: 6 DORCY traffic wands \$78(6 @ \$13ea)	\$78
Field Training: Traffic Control Kit: 10 traffic cones \$230 (10 @ \$23ea)	\$230
Field Training: S&R Kit: S&R 1 Garmin InReach Satellite comm (1@\$451)	\$451
Field Training: generator: 1 Honda EB2200i multi fuel generator (1@\$1,300)	\$1,300
<b>OPERATING COSTS CATEGORY TOTAL</b>	<b>\$15,000</b>





## Grant Subaward Budget Narrative

Grant Subaward #: \_\_\_\_\_

Subrecipient: Monterey County Office of Emergency Services

a. Big Sur CERT's budget focuses and ensures training through: 3 full CERT Refresher courses, a CERT Refresher Zoom 3 class package, a CPR course, and an administrative laptop. CERT members taking refresher courses will have the ability and readiness to respond to emergencies in the community. Big Sur CERT's training is instructor-led, classroom-based, and follows the 20-hour FEMA CERT training curriculum.

Carmel Valley CERT's budget focuses on a CERT course for new members and field operation training kits will ensure the group can expand membership. The field training kits/equipment for potential activations including: firefighter rehabilitation, traffic control, and light search and rescue will be particularly important for new members to ensure safety, and hands on training.

Both CERT programs focus train with their other emergency services partners so that they complement their expertise and capabilities

b. Funding will follow Monterey County Guidelines for awarded funds and will be allocated for training and equipment. All training will be conducted by appropriately qualified instructors and follow established FEMA and AHA guidelines.



## Grant Subaward Budget Narrative

Grant Subaward #: \_\_\_\_\_

Subrecipient: Monterey County Office of Emergency Services

Specific Budget details are identified in the Grant Subaward Budget Pages Single Fund Source (2-106b form)

c. No funding is allocated to staff time.



## Grant Subaward Programmatic Narrative

Grant Subaward #: \_\_\_\_\_

Subrecipient: Monterey County Office of Emergency Services

Problem Statement: The Monterey County Office of Emergency Services' Big Sur and Carmel Valley CERT programs serve communities that are vulnerable to a range of hazards including wildfire, winter storms, debris flows/flooding, and earthquakes to name a few. Both areas are particularly vulnerable to wildfire as seen through the 2022 Colorado Fire, 2021 Willow Fire, and the 2020 Carmel, River and Dolan Fires, creating secondary debris and flood flow hazards in the burn scar footprints during winter storms. In addition, the communities include underserved populations that are economically diverse, and include a range of residents, workers, and visitors and benefit from well-trained CERT members.

Big Sur CERT has been in place since 2009, forming after the Basin Complex fire; there was a need to support property owners and assist them in protecting their home. The team leaders are Martha Karstens and Hal Latta, both with years of experience with the local Red Cross and Big Sur Fire. They have an established CERT member ship that will allow all refresher courses to be put to good use. They do not receive funding from the county, a critical gap Listos funding will fill for the requested refresher CERT trainings. Carmel Valley CERT is a newer CERT program led by Greg and Carolyn Profeta; both are active members of other Operational CERT teams and have been building capacity within the Carmel Valley. The



## Grant Subaward Programmatic Narrative

Grant Subaward #: \_\_\_\_\_

Subrecipient: Monterey County Office of Emergency Services

Carmel Valley is vulnerable to large wildfires, including the 2020 Carmel Fire, and services a diverse range of residents, workers, and visitors. A key gap for the Carmel Valley CERT is also a lack of funding and the need to grow its CERT members. The Listos funding would enable this CERT team to expand their membership to the vulnerable residents. In addition, it would prepare the CERT team to deliver services to community members, including those with access and functional needs.

Big Sur CERT members seeking refresher CERT training courses are residents of the Big Sur Area—it has an economically diverse group that lives in the vulnerable area of the county—the single egress/ingress of Highway 1 often creates pockets that can become trapped during evacuations. Their interest and engagement through Big Sur CERT will allow for the delivery of trainings to this vulnerable and diverse group. Carmel Valley CERT is seeking to expand its membership by providing trainings to new members. The community is particularly vulnerable to wildfire and has residents interested in CERT courses. Both CERT teams have strong leadership and are in communities with residents that are vulnerable to hazards with underserved populations.



## Grant Subaward Programmatic Narrative

Grant Subaward #: \_\_\_\_\_

Subrecipient: Monterey County Office of Emergency Services

Program Plan:

- 1) Big Sur CERT has a robust membership that has received FEMA certified CERT trainings. Big Sur CERT is focused on perform the following preparedness and/or disaster response-related activities during the performance period that the grant funding will directly pay for: 3 full CERT refresher trainings, 1 CPR class for 40 individuals, and a CERT Refresher Zoom Package of 3 classes. These trainings will allow Big Sur CERT members to continue to offer their range of activation services during EOC activations.

Carmel Valley CERT has a dedicated leadership team looking to expand community membership. The funding will allow additional CERT members to be trained—expanding the team. In addition, the field training supplies for Fire Rehabilitation, Traffic Control, light search and rescue will allow existing and new members to train with on hands equipment that will be utilized during activations. This ensures both safety and proper training with the appropriate equipment.

- 2) Big Sur and Carmel Valley CERT serve approximately 3,000 and 4,500 respective permanent and seasonal residents in addition to a robust



## Grant Subaward Programmatic Narrative

Grant Subaward #: \_\_\_\_\_

Subrecipient: Monterey County Office of Emergency Services

tourism industry that includes roughly 4 million visitors who drive down Highway 1 to visit the coast and Carmel Valley: regardless of race, sexual orientation, access and functional need status, or socioeconomic standing. These communities are historically vulnerable to wildfire with Highway 1 being a ingress and egress route for Big Sur and Carmel Valley with a history of large wildfires and include populations that are both affluent and working class. While CERT training is conducted in English, there are several bilingual members including Spanish speakers. This asset comes into play when serving may of the more at-risk segments of the community. Ensuring that these regions have trained CERT members will ensure that any activations operations conducted in these areas have positive outcomes to the diverse residents, workers, and visitors that are impacted by local hazards.

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

<b>Subrecipient:</b> Monterey County Office of Emergency Services	<b>UEI #</b> 0762984390000	<b>FIPS #:</b> 06053
<b>Grant Disaster/Program Title:</b> LC- Listos California CERT Support Grant Program		
<b>Performance Period:</b> 06/01/22	<b>to</b> 12/31/23	<b>Subaward Amount Requested:</b> \$15,000
<b>Type of Non-Federal Entity (Check Applicable Box)</b>	<input type="checkbox"/> State Govt <input checked="" type="checkbox"/> Local Govt <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 year <input type="checkbox"/>
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 year <input type="checkbox"/>
3. How many grants does your organization currently receive?	3-10 gr <input type="checkbox"/>
4. What is the approximate total dollar amount of all grants your organization receives?	\$ 1,600,000
5. Are individual staff members assigned to work on multiple grants?	No <input type="checkbox"/>
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes <input type="checkbox"/>
7. How often does your organization have a financial audit?	Annual <input type="checkbox"/>
8. Has your organization received any audit findings in the last three years?	No <input type="checkbox"/>
9. Do you have a written plan to charge costs to grants?	No <input type="checkbox"/>
10. Do you have written procurement policies?	Yes <input type="checkbox"/>
11. Do you get multiple quotes or bids when buying items or services?	Sometin <input type="checkbox"/>
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	3-5 year <input type="checkbox"/>
13. Do you have procedures to monitor grant funds passed through to other entities?	Yes <input type="checkbox"/>

**Certification:** This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.

**Signature: (Authorized Agent)**

DocuSigned by:  
Gerry Malais  
787186328458486

**Date:**

5/12/2022 | 2:02 PM PDT

**Print Name and Title:**

**Gerry Malais**

**Phone Number:**

831-796-1901

Cal OES Staff Only: SUBAWARD #



## Grant Subaward Service Area Information

### Information and Instructions

This form identifies the areas served by the Grant Subaward. Complete all sections of the form using the directions below. This form must be submitted as part of the Grant Subaward Application.

1. **County or Counties Served:** Enter the name or names of the counties served by the Grant Subaward and the county where the principal office for the Grant Subaward is located.
2. **U.S Congressional District(s) Served:** Enter the number(s) of the U.S. Congressional District(s) served by the Grant Subaward and the U.S. Congressional District number for where the principal office for the Grant Subaward is located.
3. **State Assembly District(s) Served:** Enter the number(s) of the State Assembly District(s) served by the Grant Subaward and the number for where the principal office for the Grant Subaward is located.
4. **State Senate District(s) Served:** Enter the number(s) of the State Senate District(s) served by the Grant Subaward and the number for where the principal office for the Grant Subaward is located.
5. **Population of Service Area:** Enter the total population of the area served by the Grant Subaward.



## Grant Subaward Service Area Information

Grant Subaward #: \_\_\_\_\_

Subrecipient: Monterey County Office of Emergency Services

1. County or Counties Served:

The Big Sur CERT Team serves the greater Big Sur community within Monterey County. This response area stretches for almost 60 miles along Highway 1 from south of Palo Colorado south to the county line with San Luis Obispo. Carmel Valley CERT service the ~19 square miles of unincorporated Monterey County.

County where principal office is located: Monterey County

2. U.S. Congressional District(s) Served:

Big Sur and Carmel Valley are within the 20th US Congressional District and is served by Representative Jimmy Panetta.

U.S. Congressional District where principal office is located: 20th US Congressional

3. State Assembly District(s) Served:

Big Sur and Carmel Valley are within the 29th State Assembly District, served by Mark Stone.

State Assembly District where principal office is located: 29th State Assembly

4. State Senate District(s) Served:

Big Sur and Carmel Valley are in California Senate District 17 and is served by John Laird.

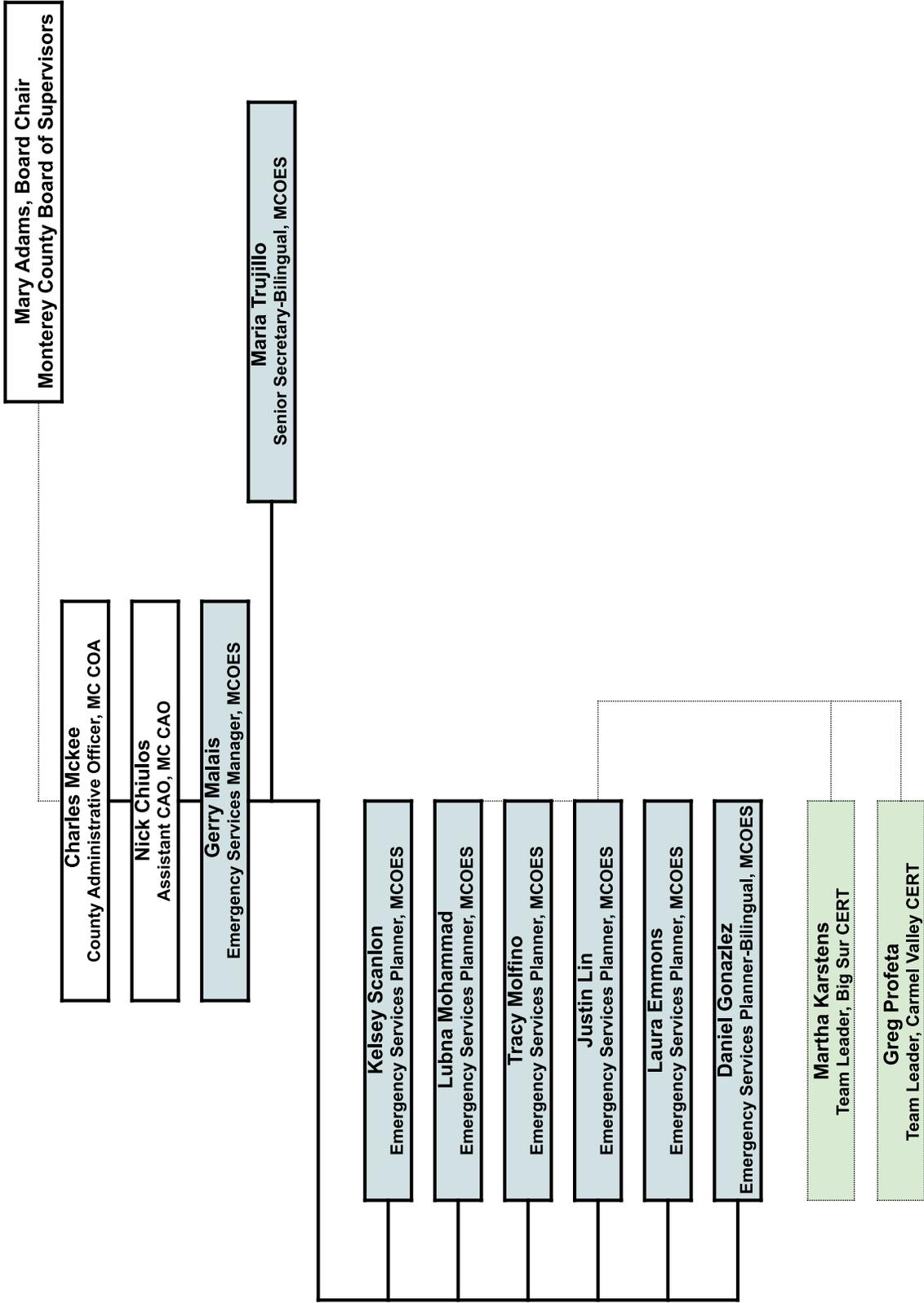
State Senate District where principal office is located: CA Senate District 17

5. Population of Service Area: ~5,448



# Monterey County Office of Emergency Services (MCOES)

## Organization Chart



GAVIN NEWSOM  
GOVERNOR

MARK S. GHILARDUCCI  
DIRECTOR



March 02, 2022

Big Sur CERT,

This letter certifies that the **Big Sur CERT Program** meets all of the FEMA and State requirements for a registered CERT program and satisfies the requirement for being a registered FEMA CERT program or a new CERT program approved by the State CERT Administrator for the [2022 Listos California Cert Support Grant \(LC\) Program RFP](#).

We have confirmed that **Big Sur CERT**:

- ✓ Has a valid Sponsoring Organization, Monterey County Office of Emergency Services
- ✓ Uses the FEMA CERT Basic Curriculum in its entirety
- ✓ Has qualified instructors to deliver the CERT Basic Course

This program satisfies the requirement of being a registered CERT program that has been vetted and will be registered on the FEMA CERT website located at <https://www.ready.gov/cert>.

Thanks

Suu-Va Tai  
State CERT Administrator  
California Office of Emergency Services.



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 524-3964 TELEPHONE  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)

GAVIN NEWSOM  
GOVERNOR

MARK S. GHILARDUCCI  
DIRECTOR



March 14, 2022

Carmel Valley CERT

This letter certifies that the **Carmel Valley CERT Program** meets all of the FEMA and State requirements for a registered CERT program and satisfies the requirement for being a registered FEMA CERT program approved by the State CERT Administrator for the [2022 Listos California Cert Support Grant \(LC\) Program RFP](#).

We have confirmed that **Carmel Valley CERT**:

- ✓ Has a valid Sponsoring Organization, Monterey County Office of Emergency Services
- ✓ Uses the FEMA CERT Basic Curriculum in its entirety
- ✓ Has qualified instructors to deliver the CERT Basic Course

This program satisfies the requirement of being a registered CERT program has been vetted and will be registered on the FEMA CERT website located at <https://www.ready.gov/cert>.

Thanks

Suu-Va Tai  
State CERT Administrator  
California Office of Emergency Services.



3650 SCHRIEVER AVENUE, MATHER, CA 95655  
(916) 524-3964 TELEPHONE  
[www.CalOES.ca.gov](http://www.CalOES.ca.gov)



# Monterey County

Item No.58

## Board Report

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

Legistar File Number: 22-768

August 23, 2022

**Introduced:** 8/9/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** General Agenda Item

Receive a report that provides updates on the implementation of Citygate recommendations and alternative enhancements for the Cannabis Program.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive a report that provides updates on the implementation of Citygate recommendations and alternative enhancements for the Cannabis Program.

### SUMMARY/DISCUSSION:

On March 8, 2022, Citygate & Associates, LCC (Citygate) presented an overview and recommendations related to its *Organizational Study of the Current Cannabis Program* report to the Board of Supervisors (Board). After the presentation, the Board directed staff to seek input on the Citygate Recommendations from the Board's Cannabis Committee (Committee). The County Administrative Officer (CAO) also directed staff to:

- Develop a detailed plan to resolve the backlog of Cannabis Business Permit (CBP) applications and issue CBPs as soon as possible while considering the following:
  - Staff will use sound, independent judgement to expedite the issuance of CBPs that have received appropriate land use approvals.
  - Departmental inputs, procedures, and timelines for the issuance of CBPs, which include firm service level commitments and accountability.
  - Options to resolve the backlog with or without stipulated agreements.
- Report the plan, and staff's intent to immediately implement that plan, to the Committee on April 7, 2022.
- Review the plan with the cannabis industry, preferably prior to the Committee meeting in April, and inform them of the plan's intended immediacy.
- Inform the Committee of the development of a long-term plan to ensure that a similar backlog does not occur in the future.

Staff presented their input on Citygate's recommendations to the Committee on April 7, 2022, which directed staff to present their input to the Board without modification.

On May 17, 2022, the Cannabis Program (Program) presented a report recommending that the Board:

- Direct staff to implement Citygate Recommendations #2, 4, 5, and 12-16.
- Direct staff to defer Citygate Recommendation #1, 3, and 6 for reconsideration in January 2024 after large licensees obtain state annual licenses.
- Direct staff to implement the five alternative enhancements in Attachment E to improve upon cannabis-related permit processing.
- Direct Cannabis Program staff to report outcomes of the adopted Citygate recommendations and alternative enhancements to the Board of Supervisors each quarter.
- Direct staff to look at overhauling the permit process, create a dedicated team to process permits in each division, and review the allocation of positions, in all divisions, on which positions are funded by cannabis funds.

The Board approved staff's recommendations and directed staff to explore overhauling the permit process, create teams dedicated to processing permits, and review all allocations funded by cannabis tax revenue. Attachment A provides updates for the period of March 2022 through June 2022, which represents Quarter 4 of Fiscal Year 2021-22. Program staff is working closely with staff from the Auditor-Controller to meet with each department and will provide an update on allocations funded by cannabis tax revenue to the Committee in Fall 2022.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel, Human Resources Department, Department of Public Works, Facilities and Parks, Environmental Health Bureau, Monterey County Regional Fire District, and County Administrative Office were involved in the preparation of the report.

FINANCING:

Monterey County's Cannabis Program is funded in County Administrative Office - Department 1050, Intergovernmental and Legislative Affairs Division - Unit 8533, Cannabis. The approval of this report and attachment will not incur additional expenses to the Program.

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
- X Health & Human Services
- X Infrastructure
- X Public Safety

Prepared by: Joann Iwamoto, Program Manager II

Approved by: Nicholas E. Chiulos, Assistant CAO

Attachments:

A: FY 21-22 Q4 Update on Citygate Recommendations and Alternative Enhancements

B: FY 21-22 Q4 Update on Cannabis Program SMART Goals, Performance Indicators, and Other Outcomes



# Monterey County

## Board Report

Legistar File Number: 22-768

Item No.

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

August 23, 2022

**Introduced:** 8/9/2022

**Version:** 1

**Current Status:** Agenda Ready

**Matter Type:** General Agenda Item

Receive a report that provides updates on the implementation of Citygate recommendations and alternative enhancements for the Cannabis Program.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive a report that provides updates on the implementation of Citygate recommendations and alternative enhancements for the Cannabis Program.

SUMMARY/DISCUSSION:

On March 8, 2022, Citygate & Associates, LCC (Citygate) presented an overview and recommendations related to its *Organizational Study of the Current Cannabis Program* report to the Board of Supervisors (Board). After the presentation, the Board directed staff to seek input on the Citygate Recommendations from the Board's Cannabis Committee (Committee). The County Administrative Officer (CAO) also directed staff to:

- Develop a detailed plan to resolve the backlog of Cannabis Business Permit (CBP) applications and issue CBPs as soon as possible while considering the following:
  - Staff will use sound, independent judgement to expedite the issuance of CBPs that have received appropriate land use approvals.
  - Departmental inputs, procedures, and timelines for the issuance of CBPs, which include firm service level commitments and accountability.
  - Options to resolve the backlog with or without stipulated agreements.
- Report the plan, and staff's intent to immediately implement that plan, to the Committee on April 7, 2022.
- Review the plan with the cannabis industry, preferably prior to the Committee meeting in April, and inform them of the plan's intended immediacy.
- Inform the Committee of the development of a long-term plan to ensure that a similar backlog does not occur in the future.

Staff presented their input on Citygate's recommendations to the Committee on April 7, 2022, which directed staff to present their input to the Board without modification.

On May 17, 2022, the Cannabis Program (Program) presented a report recommending that the Board:

- Direct staff to implement Citygate Recommendations #2, 4, 5, and 12-16.

- Direct staff to defer Citygate Recommendation #1, 3, and 6 for reconsideration in January 2024 after large licensees obtain state annual licenses.
- Direct staff to implement the five alternative enhancements in Attachment E to improve upon cannabis-related permit processing.
- Direct Cannabis Program staff to report outcomes of the adopted Citygate recommendations and alternative enhancements to the Board of Supervisors each quarter.
- Direct staff to look at overhauling the permit process, create a dedicated team to process permits in each division, and review the allocation of positions, in all divisions, on which positions are funded by cannabis funds.

The Board approved staff’s recommendations and directed staff to explore overhauling the permit process, create teams dedicated to processing permits, and review all allocations funded by cannabis tax revenue. Attachment A provides updates for the period of March 2022 through June 2022, which represents Quarter 4 of Fiscal Year 2021-22. Program staff is working closely with staff from the Auditor-Controller to meet with each department and will provide an update on allocations funded by cannabis tax revenue to the Committee in Fall 2022.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel, Human Resources Department, Department of Public Works, Facilities and Parks, Environmental Health Bureau, Monterey County Regional Fire District, and County Administrative Office were involved in the preparation of the report.

FINANCING:

Monterey County’s Cannabis Program is funded in County Administrative Office - Department 1050, Intergovernmental and Legislative Affairs Division - Unit 8533, Cannabis. The approval of this report and attachment will not incur additional expenses to the Program.

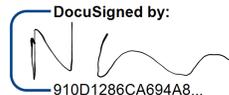
BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

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
- X Health & Human Services
- X Infrastructure
- X Public Safety

Prepared by: Joann Iwamoto, Program Manager II  
 Approved by: Nicholas E. Chiulos, Assistant CAO



Attachments:

- A: FY 21-22 Q4 Update on Citygate Recommendations and Alternative Enhancements
- B: FY 21-22 Q4 Update on Cannabis Program SMART Goals, Performance Indicators, and Other

*Legistar File Number: 22-768*

---

Outcomes

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
<p><b><u>Recommendation #2:</u></b>  Reclassify the incumbent Program Manager II to Cannabis Program Manager and set the salary commensurate with comparable classifications.</p>	<p>A</p>	<p>Before July 2022.</p>	<p>County Administrator and Human Resources Director (HRD).</p>	<p>Aligns Cannabis Program and Cannabis Permitting staff with current responsibilities and recommended organizational structure.</p>	<p>March – June 2022:</p> <ul style="list-style-type: none"> <li>• Citygate &amp; Associates, LLC recommended the incumbent Program Manager II be reclassified to Cannabis Program Manager and to set the salary commensurate with comparable classifications.</li> <li>• The Human Resources Department identified that Citygate did not perform the standard classification and compensation study to support the recommendation.</li> <li>• On May 17, 2022, the Board of Supervisors directed the Human</li> </ul>

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
					<p>Resources Department to conduct a compensation study on the Program Manager II and a classification and compensation study on the Management Analyst III assigned to the Cannabis program. The scope was increased to include a classification study of the Program Manager II.</p> <ul style="list-style-type: none"> <li>• The Human Resources Department has commenced the study and is currently in the desk audit/interview stage.</li> </ul>

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
<p><b><u>Recommendation #4:</u></b> Continue implementing recommendations in the RMA Report to improve general conditions in land use entitlement and building permit processes.</p>	A	Continue as recommended in RMA Report.	Housing and Community Development Management.	Improves permitting experience for all customers.	<p>March – June 2022: HCD’s last report to the Board on the RMA Citygate recommendations was received on November 2, 2021.</p> <p>The implementation of the Citygate recommendations within HCD has had a positive effect on cannabis permitting. Last fiscal year (FY21-22), 18 planning applications were approved, which is a 125% increase over the prior year. The change is due to the improved service to all planning stakeholders through the building of a culture that emphasizes procedural and substantive due process for the planning practices, development of performance standards, and adherence to project commitments, deadlines, milestones, and status. HCD reports out annually in November, and they are hopeful that 2022 will be</p>

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
					their last reporting year, pending Board approval.
<p><b>Recommendation #5:</b> Enter agreements with provisional operators in Good Standing to contractually obligate them to complete required site improvements, mitigations, and conditions. Issue cannabis business permits to each provisional operator upon completion of the cannabis business permits applications and execution of the agreement.</p>	A	Immediately upon acceptance of Final Report.	County Administrator, County Counsel, Cannabis Program Manager, and Housing and Community Development Director.	Provides the opportunity to improve backlog conditions in the near term.	<p>March – June 2022: The Board directed that the problem identified by this recommendation be remediated differently than Citygate recommended. Instead of entering into individual agreements with each operator, the Board approved the stand-alone Provisional Cannabis Business Permit ordinance on May 17, 2022.</p>

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
<p><b><u>Recommendation #7:</u></b> Create a cannabis permit dashboard report that illustrates the moment-in-time status and aging of an active cannabis business permit in process linked to the active precursor steps to obtaining that specific cannabis business permit, such as planning, building, and code enforcement permits and activity.</p>	A	Immediately upon acceptance of Final Report.	Housing & Community Development Department, Cannabis Program.	Improves information capture relative to cannabis permit application activity and all precursor permitting activity enabling staff to focus actions on applications most needing staff intervention to stay on schedule.	March – June 2022: The Cannabis Program has been added as a responsible party. The Program is researching and evaluating potential software to enable such a dashboard. A training is scheduled for the end of August and implementation is expected by end of 2022.

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
<p><b><u>Recommendation #8:</u></b> Periodic regular meetings between all applicable staff representing the various departments involved in the Cannabis Program should be reinstated. Management should provide direction to applicable staff that attendance and participation is important to ensure appropriate and necessary information is discussed and disseminated to applicable personnel. These meetings will help improve the efficiency and effectiveness of the program, including consistent communication of program issues and the development of comprehensive action plans to address those issues.</p>	A	Immediately upon acceptance of Final Report.	Cannabis Program Office and all departments with cannabis responsibilities.	Improves consistency of Cannabis Program operations.	March – June 2022: The Program reconvened a meeting with all cannabis departments on May 26, 2022. The participants agreed to quarterly meetings that have been scheduled for the remaining CY 2022.

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
<p><b><u>Recommendation #9:</u></b> Training sessions should be conducted periodically and whenever there are major changes in the Cannabis Program fiscal operations to include all applicable department personnel to help develop a consistent understanding of the Cannabis Program among the applicable departments. This training will help ensure applicable departments are consistently following cannabis requirements and have a basic understanding of the Cannabis Program and their respective roles. This training should be organized and conducted by the Program Manager.</p>	A	Ongoing.	Cannabis Program Office	Improves consistency of Cannabis Program operations.	<p>March – June 2022: A meeting convened with cannabis department Finance Managers on February 25, 2022 to review the cannabis override codes. Further meetings will be scheduled as needed.</p>
<p><b><u>Recommendation #10:</u></b> Re-emphasize and/or re-train departments regarding the use of the “Cannabis” report code to ensure it is used consistently for not only applicable expenditures but also applicable revenues to accurately report Cannabis Program activity.</p>	A	Immediately upon acceptance of Final Report.	Cannabis Program Office and all departments and employees with permitting responsibilities.	Improves consistency of Cannabis Program operations.	<p>March – June 2022: A meeting convened with cannabis department Finance Managers on February 25, 2022 to review the cannabis override codes.</p>

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
<p><b>Recommendation #11:</b> An internal audit plan should be developed relating to the Cannabis Program funds to help minimize potential operational issues. The plan should identify high-risk areas, develop auditing procedures to help minimize associated risks, and provide regular monitoring and reporting related to the Cannabis Program. Additionally, the County should consider expanding the internal audit function to provide enhanced County-wide internal audits to identify and address potential fiscal and operational issues.</p>	B	Before July 2023.	Cannabis Program Office and Auditor Controller.	Improves accountability of Cannabis Program revenues and expenditures	March – June 2022: The timeframe associated with this recommendation is prior to July 2023.
<p><b>Recommendation #12:</b> A time study like what was conducted in the County Administrator’s Office related to the Cannabis Program should be completed to provide better identification of appropriate staff costs that should be charged to the program. The results of this review should be used as a baseline and reviewed annually during the budget process to ensure accurate cannabis tax program allocation.</p>	B	Before July 2023.	All departments and employees with permitting responsibilities.	Improves accountability of Cannabis Program budgets and expenditures and potentially increases the amount of cannabis tax revenue available for discretionary projects.	March – June 2022: The target start date is Fall 2022.

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
<p><b><u>Recommendation #13:</u></b> The current process of determining the net amount of cannabis tax revenue reflected in the cannabis tax assignment account should be revised to deduct applicable cannabis-related direct revenues from the cost of the Cannabis Program, thereby allowing more of the cannabis tax revenue to be reflected in the cannabis tax assignment account.</p>	A	Before July 2022.	All departments and employees with fee-based responsibilities for cannabis operators that receive cannabis tax funding.	Improves accounting of fee- based direct revenues, improves accountability of Cannabis Program budgets and expenditures, and potentially increases the amount of cannabis tax revenue available for discretionary projects.	March – June 2022: The Auditor-Controller is working with departments and will report findings to the Cannabis Committee on October 6, 2022, followed by the full Board.
<p><b><u>Recommendation #14:</u></b> Modify reporting to the Administration and Board to provide a complete narrative on budget, revenue, and expenses; cannabis permit information; cannabis market information; and the enforcement of illicit grows.</p>	A	Immediately upon acceptance of Final Report.	Cannabis Program Office and all departments with permitting responsibilities	Improves the information upon which the Administration and the Board base their policies, priorities, and strategies.	March – June 2022: No update at this time. The Program is scheduled to present their annual report to the Budget Committee in September 2022 where adjustments to the report format will be made.

Recommendation	Priority	Time Frame	Responsible Party/Parties	Benefit	Quarterly Updates
<p><b><u>Recommendation #15:</u></b> Establish and publish service-level commitments for cannabis permit and related precursor requirements and permits, such as building permits, environmental health permits, and land use permits.</p>	B	By July 2023.	Cannabis Program Office and all departments with permitting responsibilities.	Sets performance expectations among staff and stakeholders.	March – June 2022: Public service level commitments for the Cannabis Program and Housing and Community Development Department have been approved by the Board on May 17, 2022.
<p><b><u>Recommendation #16:</u></b> Develop and report on performance measures for cannabis permit and related precursor requirements and permits, such as building permits, environmental health permits, and land use permits.</p>	B	By July 2023.	Cannabis Program Office and all departments with permitting responsibilities.	Sets performance expectations among staff and stakeholders.	March – June 2022: SMART goals for the Program and Housing and Community Development Department have been approved by the Board on May 17, 2022. The Program will report outcomes each month to the Cannabis Committee and the full Board quarterly. See Attachment B.

<b>Alternative Enhancements</b>	<b>Priority</b>	<b>Time Frame</b>	<b>Responsible Party/Parties</b>	<b>Benefit</b>	<b>Quarterly Updates</b>
<b><u>Provisional Cannabis Business Permit (PCBP)</u></b>	A	Issue on or before August 1, 2022 with an evaluation to renew.	Cannabis Program and related County Departments including Fire Agencies who approve workflow.	Places a specific timeframe to complete all requirements for local compliance.	March – June 2022: PCBP issuance could be delayed based on the Board’s direction regarding tax delinquency.
<b><u>FY 22-23 allocation for outside consultant permit processing.</u></b>	A	FY 22-23	Cannabis Program to monitor contingency amount of \$265,000.	Assists Housing and Community Development Department with workload.	March – June 2022: See Attachment B.
<b><u>Performance Indicators related to land use permits, related state licenses and compliance inspections.</u></b>	A	FY 22-23 and on-going	Cannabis Program and related County Departments including Fire Agencies who approve workflow.	Through performance indicators provides transparency to outcomes of related goals.	March – June 2022: See Attachment B.
<b><u>SMART Goals and Service Levels</u></b>	A	FY 22-23 and on-going	Cannabis Program will develop and analyze outcomes for SMART Goals. Housing and Community Development will develop and analyze outcomes for SMART Goals and Service Levels.	Provides transparency to specific workload activities and outcomes.	March – June 2022: See Attachment B.
<b><u>Land Use Permit and Cannabis Business Permit Application Meetings</u></b>	A	FY 22-23	Cannabis Program, County Departments and Fire Agencies who have workflow approving responsibilities.	Provides additional resources and support to the cannabis industry by reviewing unmet requirements or permit status.	March – June 2022: See Attachment B.

Deferred Recommendations	Priority	Time Frame	Responsible Party/Parties	Benefit	
<b><u>Recommendation #1:</u></b> Reorganize the cannabis permitting function in response to the discrete roles of the cannabis permit applicant, creating a Cannabis Program Office in the County Administrator’s Office and a Cannabis Permit Division in the Housing and Community Development Department.	A	Before July 2022	County Administrator, Housing and Community Development Director, and Cannabis Program staff	Aligns the Cannabis Program to correspond with the discrete roles of the cannabis industry and the cannabis permit applicant, and to centralize responsibilities, increase accountability, reduce duplication, and smooth communications.	
<b><u>Recommendation #3:</u></b> Reclassify the incumbent Management Analyst III to Cannabis Permit Manager and set the salary commensurate with comparable positions.	A	Before July 2022	County Administrator and Human Resources Director	Aligns Cannabis Program and Cannabis Permitting staff with current responsibilities and recommended organizational structure	
<b><u>Recommendation #6:</u></b> Over the longer term, conduct inspections of cannabis permittees every other month, focusing on program compliance and revenue validation efforts.	C	As circumstances dictate	Cannabis Program and Community Development Department	Improves ability to capture revenue on short-term crops	



## SMART Goals and Service Levels

### SMART Goal #1: Issuing a Cannabis Business Permit (CBP)

The Cannabis Program will issue a CBP within 3 business days of the Operator submitting a complete CBP Initial Application and satisfying departmental requirements, in addition to the Property Owner receiving a fully cleared Land Use Entitlement.

Service level: 100%

<b>Fiscal Year</b>	Q4 of FY 21-22
<b>Service Level</b>	N/A*

\*There were no initial CBPs issued within this reporting period.

### SMART Goal #2: Renewing a CBP

The Cannabis Program will renew CBPs within 3 business days of the Operator submitting a complete CBP Renewal Application and satisfying departmental requirements.

Service level: 100%

<b>Fiscal Year</b>	Q4 of FY 21-22
<b>Service Level</b>	100%

### SMART Goal #3: Providing local authorization using the Provisional Cannabis Business Permit (PCBP)

No later than August 1, 2022, up to 100 Operators who have not obtained a CBP will be issued a Provisional CBP under Good Standing criteria expiring one year from its issuance date.

Service level: 100%

<b>Fiscal Year</b>	Q4 of FY 21-22
<b>Service Level</b>	N/A

### Draft SMART Goal #4: Providing renewal of the Provisional Cannabis Business Permit (PCBP)

The Cannabis Management Team will review outstanding requirements related to the Land Use Entitlement and the Cannabis Business Permit. Only those that have completed critical requirements and/or made significant progress to complete will be issued a one-time renewal of the PCBP expiring January 1, 2024 for Class A Provisional Cannabis Permittees and January 1, 2026 for Class B Provisional Cannabis Permittees.

Number of active operators who have completed critical requirements will be issued a renewed PCBP by TBD.

Service level: TBD

<b>Fiscal Year</b>	Q4 of FY 21-22
<b>Service Level</b>	N/A



## Housing and Community Development Key Performance Measures and Service Levels

### Key Performance Measure #1: Building permit plan check

Housing and Community Development will complete the review of plans submitted with building permits within 6-8 weeks.

Service level: 100%

<b>Fiscal Year</b>	FY 21-22
<b>Service Level</b>	96%

### Key Performance Measure #2: Environmental Services permit plan review

Environmental Services permit plan review completed within 6-to-8-week timelines.

Service level: 100%

<b>Fiscal Year</b>	FY 21-22
<b>Service Level</b>	26%

### Key Performance Measure #3: Engineering Services permit plan review

Engineering Services permit plan review completed within 6-to-8-week timelines.

Service level: 100%

<b>Fiscal Year</b>	FY 21-22
<b>Service Level</b>	31%

### Key Performance Measure #4 Construction permit inspections

Housing and Community Development will complete construction permit inspections within one working day of the request.

Service level: 100%

<b>Fiscal Year</b>	FY 21-22
<b>Service Level</b>	100%

## Performance Indicators

### A. Balance of Cannabis Program Contingency

This allocation, originally approved in FY 19-20, was intended for additional Sheriff’s Office overtime and aerial surveillance. A broader usage of this allocation was recently approved, which includes enforcement tools, contracting with outside consultants to expedite permit processing. As such, RINCON and CSG have been retained to process planning and building permits respectively.

Type	# of Permits	Amount	Remaining Balance	Department
FY 21-22 Allocation Beginning Balance			\$501,680.00	CAO
RINCON: Land Use Permit Review	33	\$69,313.50	\$432,366.50	HCD
CSG: Building Permit Review	19	\$24,845.61	\$407,520.89	HCD
Enforcement Equipment		\$782.90	\$406,737.99	DA
Lab Testing		\$462.00	\$406,275.99	Health
		<b>\$95,404.01</b>	<b>\$406,275.99</b>	

### B. Cannabis Land Use Permits

Currently there are 92 applications. 43 have been approved and 49 are pending approval. The table below shows the number of Cannabis Land Use Permits approved by fiscal year, where 4 were approved in Q4 of FY 21-22.

Fiscal Year	# Approved
FY 17-18	2
FY 18-19	3
FY 19-20	8
FY 20-21	8
FY 21-22	22
<b>Total</b>	<b>43</b>

### C. Cannabis Business Permits

Currently there are 106 applications. 95 applicants are currently operating and 11 are inactive. The table below shows the number of initial Cannabis Business Permits issued by fiscal year, where 3 were renewed in Q4 of FY 21-22.

Fiscal Year	# Issued
FY 17-18	3
FY 18-19	6
FY 19-20	3
FY 20-21	3
FY 21-22	1
<b>Total</b>	<b>16</b>

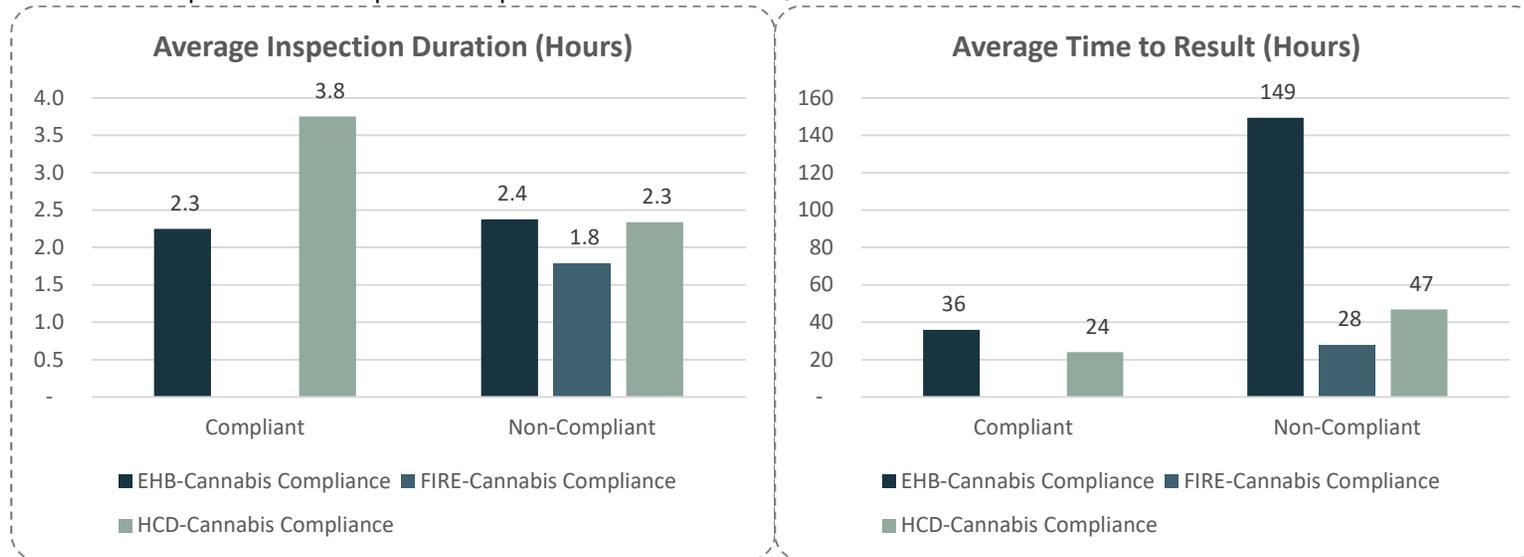
#### D. State Licenses

Below are state licensing metrics at the close of FY 21-22.

Cultivation Type	Licensed Canopy Maximum	# of Active Licenses
Mixed-Light	3,893,000	390
Indoor	142,500	19
Nursery		39
Processor		47
<b>Total</b>	<b>4,035,500</b>	<b>495</b>

#### E. Compliance Inspections

Below is a recap of the 33 compliance inspections conducted in Q4 of FY 21-22.





# Monterey County

**Item No.59**

## Board Report

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

Legistar File Number: 22-779

August 23, 2022

**Introduced:** 8/15/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** General Agenda Item

Receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2022 for the meetings held on January 26, 2022, February 23, 2022, March 30, 2022, April 25, 2022, and May 25, 2022.

RECOMMENDATION:

It is recommended that the Board of Supervisors receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2022 for the meetings held on January 26, 2022, February 23, 2022, March 30, 2022, April 25, 2022, and May 25, 2022.

SUMMARY/DISCUSSION:

The Budget Committee met on January 26, February 23, March 30, April 25, and May 25, 2022. The Action Minutes for these meetings have been approved by the Budget Committee. The Committee members for calendar year 2022 are Supervisor Wendy Root Askew and Supervisor Luis Alejo. The Budget Committee now submits the Action Minutes to the Board of Supervisors for receipt.

OTHER AGENCY INVOLVEMENT:

County Departments prepare and submit staff reports for consideration by the Budget Committee. All staff reports are reviewed and approved by the County Administrative Office Budget Analysts, and Department Heads. The Office of County Counsel and the Auditor-Controller are consulted as needed.

FINANCING:

There is no financial impact to receive this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Promotes an organization that practices efficient and effective resource management and is recognized for responsiveness, accountability and transparency.

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

Prepared by: Rocio Quezada, Administrative Secretary-Confidential, ext. 6769

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

Attachments: Budget Committee Action Minutes - January 26, 2022, February 23, 2022, March 30, 2022, April 25, 2022, and May 25, 2022.



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: 22-779**

**August 23, 2022**

**Introduced:** 8/15/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** General Agenda Item

Receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2022 for the meetings held on January 26, 2022, February 23, 2022, March 30, 2022, April 25, 2022, and May 25, 2022.

RECOMMENDATION:

It is recommended that the Board of Supervisors receive the Action Minutes of the Budget Committee for the 1st and 2nd Quarters of 2022 for the meetings held on January 26, 2022, February 23, 2022, March 30, 2022, April 25, 2022, and May 25, 2022.

SUMMARY/DISCUSSION:

The Budget Committee met on January 26, February 23, March 30, April 25, and May 25, 2022. The Action Minutes for these meetings have been approved by the Budget Committee. The Committee members for calendar year 2022 are Supervisor Wendy Root Askew and Supervisor Luis Alejo. The Budget Committee now submits the Action Minutes to the Board of Supervisors for receipt.

OTHER AGENCY INVOLVEMENT:

County Departments prepare and submit staff reports for consideration by the Budget Committee. All staff reports are reviewed and approved by the County Administrative Office Budget Analysts, and Department Heads. The Office of County Counsel and the Auditor-Controller are consulted as needed.

FINANCING:

There is no financial impact to receive this report.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Promotes an organization that practices efficient and effective resource management and is recognized for responsiveness, accountability and transparency.

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

Prepared by: Rocio Quezada, Administrative Secretary-Confidential, ext. 6769 *Rocio Quezada*

Legistar File Number: 22-779

---

Approved by: Dewayne Woods, Assistant County Administrative Officer, ext. 5309

DocuSigned by:  
*Dewayne Woods*  
4BFB69CD28F4491...

Attachments: Budget Committee Action Minutes - January 26, 2022, February 23, 2022, March 30, 2022, April 25, 2022, and May 25, 2022.



# Monterey County

## Budget Committee

### Meeting Minutes - Final

168 W. Alisal St., 2nd Floor  
Monterey Room  
Salinas, CA 93901  
831.755.5115

---

Wednesday, January 26, 2022

1:30 PM

Monterey Room

---

**Attendees:** Supervisor Wendy R. Askew, Chair; Supervisor Luis A. Alejo, Vice-Chair; Charles McKee, County Administrative Officer; Dewayne Woods, Assistant County Administrative Officer; Ezequiel Vega, County Budget Director; Les Girard, County Counsel; Rocio Quezada, Committee Secretary; and  
**Elected Officials:** Rupa Shah, Auditor-Controller; and Steve Vagnini, Assessor-Clerk-Recorder.  
**Excused:** Mary Zeeb, Treasurer-Tax Collector.

#### Call to Order

The meeting was called to order at 1:30 p.m.

#### Additions and Corrections

There were no additions or corrections to the agenda.

#### Public Comment Period

There was no public comment received.

#### Appointment of Chair and Vice Chair

1. Consider appointment of the Chair and Vice Chair of the Budget Committee.

**The Committee approved by consensus to appoint Supervisor Askew as the Chair, and Supervisor Alejo as the Vice-Chair of the Budget Committee.**

#### Approval of Action Minutes

2. Approve the Budget Committee Action Minutes of December 16, 2021.

**The Budget Committee Action Minutes of December 16, 2021 were approved by consensus.**

#### Consent Agenda

##### **Consent Items Nos. 3 through 5**

**ACTION: Consent Items Nos. 3 through 5 were approved by consensus.**

3. Receive the List of Standing and Follow-up Report due to the Budget Committee.
4. Receive the California Department of Finance Bulletin for December 2021.
5. a. Support authorizing the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to increase appropriations and estimated revenues by \$18,887 for the Office of the District Attorney, Fund 001, Appropriation Unit DIS001, financed by the receipt of JAG funds from the City of Salinas,

in the amount of \$18,887; and

b. Support adopting a resolution 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.

### **Regular Agenda**

6. Receive a Report on the Governor's Fiscal Year (FY) 2022-23 Proposed Budget.

**ACTION: The Committee received a report on the Governor's Fiscal Year 2022-23 Proposed Budget.**

7. Support request to:

a. Authorize the Auditor-Controller to amend the FY 2021-22 County Administrative Office Adopted Budget 001-1050-CAO007-8029 to increase appropriations by \$217,550, financed by an increase in non-program revenue 001-1050-CAO019-8041 funded by ARPA revenue (will require 4/5th vote); and

b. Authorize the payment to the North County Fire District and Monterey County Regional Fire District, the only two districts which elected to receive ARPA funding, in accordance with the terms outlined in attachment A to this report.

**ACTION: The Committee supported the recommendations under Item No. 7.a. and 7.b. by consensus, with direction for staff to contact the fire districts and advise of available funding.**

- 8.

a. Support adopting a resolution to increase the Sheriff's Office appropriations by \$329,000 in the Sheriff-Coroner's FY 2021-22 Adopted Budget (001-2300-SHE001) financed by a reallocation of unspent American Rescue Plan Act funds from FY 2020-21 in the amount of \$226,682 as detailed in Schedule 1 and the remaining \$102,318 to be funded by an increase in Revenue (001-2300-SHE001) for the unbudgeted State Hold Revenue.

b. Support authorizing and directing the Auditor-Controller to amend the Sheriff-Coroner's FY 2021-22 Adopted Budget (001-2300-SHE001) by increasing appropriations by \$329,000 financed by a reallocation of unspent American Rescue Plan Act funds from FY 2020-21 in the amount of \$226,682 as detailed in Schedule 1 and the remaining \$102,318 to be funded by an increase in Revenue (001-2300-SHE001) for the unbudgeted State Hold Revenue.

**ACTION: The Committee supported the recommendations under Item No. 8.a. and 8.b. by consensus.**

- 9.

a. Support authorizing and directing the Auditor-Controller to amend the Emergency Communications Department's FY 2021-22 Adopted Budget (028-1520-EME004-8507-6111) by increasing appropriations by \$91,822 financed by FY 2020-21 surplus which is being held as fund balance in Fund 028. (Will require 4/5ths vote.)

**ACTION: The Committee supported the recommendation under Item No. 9 by consensus.**

10. a. Support amending the Housing and Community Development Department Budget Appropriation Unit HCD002, Unit 8543 to authorize two (2) FTE Code Compliance Inspector II, and one (1) FTE Office Assistant; and
- b. Support authorizing the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2021-22 Housing and Community Development Department Adopted Budget Appropriation Unit HCD002, Unit 8543.

**ACTION: The Committee supported the recommendations under Item No. 10.a. and 10.b. by consensus.**

11. Support the request to:
  - a. Amend the Monterey County Health Department's Behavioral Health Bureau FY 2021-22 Adopted Budget (4000-023-HEA012-8410) to reclassify one (1.0) FTE Management Analyst I (MAI) position, to one (1.0) FTE Management Analyst II (MAII), one (1.0) FTE Behavioral Health Services Manager I (BHSMI) to one (1.0) FTE Behavioral Health Services Manager II (BHSMII), three (3.0) FTE Psychiatric Social Worker II (PSWII) to three (3.0) FTE Social Worker III (SWIII), one (1.0) FTE Behavioral Health Group Counselor II (BHGCII) to one (1.0) FTE SWIII, and one and 0.975 (1.975) FTE Behavioral Health Aide (BHA) to two (2.0) FTE SWIII as indicated in Attachment A; and
  - b. Authorize the Auditor-Controller, Human Resources Department, and the County Administrative Office to incorporate these position changes in the Monterey County Health Department's Behavioral Health Bureau FY 2021-22 Adopted Budget (4000-023-HEA012-8410).

**ACTION: The Committee supported the recommendations under Item No. 11.a. and 11.b. by consensus. (Correction: reallocation of positions not reclassification).**

12. a. Support request to amend the Fiscal Year (FY) 2021-22 Health Department Adopted Budget 001-4000-8438-HEA014 to reclassify a 1.0 FTE Finance Manager I (FM I) to a 1.0 FTE Finance Manager II (FM II), and add 1.0 FTE Accountant III and 1.0 FTE Accounting Technician, resulting in estimated increased costs of \$47,874 for FY 2021-22 and \$196,282 for FY 2022-23, financed by a corresponding increase in revenue; and
- b. Support directing the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2021-22 Health Department Adopted Budget 001-4000-8438-HEA014.

**ACTION: The Committee supported the recommendations under Item No. 12.a. and 12.b. by consensus. (Correction: reallocation of positions not reclassification).**

13. a. Support amending Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary ranges of the Administrative Analyst, Personnel Analyst, Risk & Benefits Analyst and Employee Relations Representative classification series as indicated in Attachment A; and
- b. Support directing the Human Resources Department to implement the changes in the Advantage HRM system.

**ACTION: The Committee supported the recommendations under Item No.**

**13.a and 13.b by consensus.**

14. a. Support amending Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classification of County Homeless Services Director with the salary range as indicated in Attachment A;
- b. Support amending the County Administrative Office Budget 1050-CAO004 Unit 8054 to add an allocation of Homeless Services Director; and
- c. Support directing the Auditor-Controller and County Administrative Office to incorporate the position change in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

**ACTION: The Committee supported the recommendations under Item No. 14.a thru 14.c by consensus.**

15. a. Support amending the Human Resources Department Adopted Budget (001-1060-8401-HRD001) to reallocate one (1) 1.0 FTE HR Program Manager to one (1) 1.0 FTE Assistant Director of Human Resources as indicated in Attachment A; and
- b. Support directing the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget.

**ACTION: The Committee supported the recommendations under Item No. 15.a and 15.b by consensus.****Public comment provided by: Susan Chapman, Public Defender.****Quarterly Reports**

16. Receive a status update on the Jail Housing Addition Project 8819.

**ACTION: The Committee received a status update on the Jail Housing Addition Project.**

17. Receive a status report on the New Juvenile Hall, Project 8811.

**ACTION: The Committee received a status update on the New Juvenile Hall Project.****Semi-Annual Reports**

18. Receive a report on the Mental Health Services Act (MHSA) fund balance.

**ACTION: The Committee received a report on the Mental Health Services Act (MHSA) fund balance. The Committee requested a more detailed funding report.**

19. Receive the Bi-Annual Report from the Assessor-County Clerk/Recorder

**ACTION: The Committee received a bi-annual report from the Assessor-County Clerk/Recorder.****Adjournment****The meeting adjourned at 3:30 p.m. The next meeting is scheduled for February 23,**

**2022 at 1:30 p.m. in the Monterey Room.**



# Monterey County

## Budget Committee

### Meeting Minutes - Final

168 W. Alisal St., 2nd Floor  
Monterey Room  
Salinas, CA 93901  
831.755.5115

---

Wednesday, February 23, 2022

1:30 PM

Monterey Room

---

**Attendees:** Supervisor Wendy R. Askew, Chair; Supervisor Luis A. Alejo, Vice-Chair; Charles McKee, County Administrative Officer; Dewayne Woods, Assistant County Administrative Officer; Ezequiel Vega, County Budget Director; Les Girard, County Counsel; Rocio Quezada, Committee Secretary; and  
**Elected Officials:** Rupa Shah, Auditor-Controller; and Mary Zeeb, Treasurer-Tax Collector.  
**Excused:** Steve Vagnini, Assessor-Clerk-Recorder.

#### Call to Order

The meeting was called to order at 1:30 p.m.

#### Additions and Corrections

There were no additions or corrections to the agenda.

#### Public Comment Period

There was no public comment received.

#### Approval of Action Minutes

1. Approve the Budget Committee Action Minutes of January 26, 2022.

**The Budget Committee Action Minutes of January 26, 2022 were approved by consensus.**

#### Consent Agenda

#### **Consent Items Nos. 2 through 22**

**ACTION: Consent Items Nos. 2 through 22 were approved by consensus.**

2. Receive the List of Standing and Follow-up Report due to the Budget Committee.
3. Support authorizing the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to increase appropriations and estimated revenues by \$96,000 for the Office of the District Attorney, Fund 001, Appropriation Unit DIS001, financed by the receipt of U.S. Department of Justice funds.
4.
  - a. Support authorizing and directing the Auditor-Controller to amend the Sheriff's Office FY 2021-22 Adopted Budget to increase appropriations and estimated revenues by \$90,000 in 001-SHE003-2300-8238; and
  - b. Support adopting a resolution to increase appropriations by \$90,000 in the Sheriff's Office FY 2021-22 Adopted Budget (001-SHE003-2300-8238) financed by an increase in revenue from the Department of State Hospitals.

5. It is recommended that the Budget Committee:
  - a. Support adoption of a resolution to increase appropriations of \$50,000 for Social Services Military & Veterans Affairs 001-5010-SOC003-8260 FY 2021-22 Adopted Budget to increase funding for the Homeless Veterans Stand Down event, financed by the Cannabis Tax Assignment, BSA 001-3132 which will require a 4/5ths vote; and
  - b. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations by \$50,000 for Social Services Military & Veterans Affairs 001-5010-SOC003-8260 FY 2021-22 Adopted Budget for the Homeless Veterans Stand Down event, financed by the Cannabis Tax Assignment, BSA 001-3132 which will require a 4/5ths vote.
6.
  - a. Adopt the County of Monterey Chualar Assessment Bond and Boronda County Sanitation District Revenue Bond budgets for fiscal year 2021-22;
  - b. Support authorizing and directing the Auditor-Controller to amend the fiscal year 2021-22 Adopted Budget to: 1) Increase appropriations and revenues in the Chualar Assessment Bond, Fund 312, Appropriation Unit PFP051 by \$15,709, and 2) Increase appropriations in the Boronda County Sanitation District Revenue Bond, Fund 306, Appropriation Unit PFP052 by \$38,850, funded by an operating transfer in from Boronda County Sanitation District, Fund 156, Appropriation Unit PFP049 of \$38,350, and unassigned fund balance of \$500 (306-3101); and
  - c. Support authorizing and directing the Auditor-Controller to transfer \$38,350 for the fiscal year 2021-22 from Boronda County Sanitation District, Fund 156, Appropriation Unit PFP049, to Boronda County Sanitation District Revenue Bond, Fund 306, Appropriation Unit PFP052, where Boronda County Sanitation District has sufficient appropriations available in the adopted budget to cover the transfer.
7.
  - a. Support amending Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary range of the Fleet Manager classification as indicated in Attachment A;
  - b. Support directing the Human Resources Department to implement the changes in the Advantage HRM system.
8. Adopt Resolution to:
  - a. Amend the FY 2021-22 Workforce Development Board Adopted Budget (021-1050-8478 CAO030) to reallocate one (1) 1.0 FTE Accountant I to one (1) 1.0 FTE Accountant II, as indicated in Attachment A; and
  - b. Authorize the Auditor Controller and the County Administrative Office to incorporate the position reallocation in the FY 2021-22 Adopted Budget
9.
  - a. Support amending the Auditor-Controller Adopted Budget (001-1110-8372-AUD001) to reallocate one (1) 1.0 FTE Accounts Payable Supervisor to one (1) 1.0 FTE Accountant Auditor III and three (3) 3.0 FTE Senior Account Clerks to three (3) 3.0 FTE Accounting Technicians as indicated in Attachment A; and
  - b. Support directing the County Administrative Office and the Auditor-Controller to incorporate the approved changes in the FY 2021-22 Adopted Budget.
10.
  - a. Support amending the Mail Operations (001-1050-CAO035-8509) to reallocate one (1) FTE Mailroom Clerk (80O22) to one (1) Courier (70F21) as indicated; and
  - b. Support authorizing the Auditor-Controller and County Administrative Office to incorporate the

position changes in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

11. a. Support amending the Health Department Budget Unit 4000-8450-Fund 001-Appropriation Unit HEA007 to reallocate and approve the reclassification of one (1) Clinic Office Supervisor to one (1) Supervising Patient Services Representative as indicated in Attachment A;
  - b. Support amending the Health Department Budget Unit 4000-8099-Fund 001-Appropriation Unit HEA007 to reallocate and approve the reclassification of one (1) Clinic Office Supervisor to one (1) Supervising Patient Services Representative as indicated in Attachment A;
  - c. Support directing the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2021-22 Adopted Budget.
12. Support a recommendation that the Board of Supervisors adopt a resolution to:
    - a. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to sign any documents and certifications that may be required to comply with the CARES Act revolving loan fund grant terms and conditions set by the U.S. Department of Commerce, Economic Development Administration, subject to review by the Office of the County Counsel as to form;
    - b. Certify that the Small Business Revolving Loan Fund is being operated consistent with the EDA approved administrative plan; and,
    - c. Authorize the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to increase appropriations and estimated revenues by \$1,760,000 for the Revolving Loan Program, 011-1050-CAO040-8516, to recognize the investment by the U.S. Department of Commerce, Economic Development Administration (EDA) in the County's Small Business Revolving Loan Fund (SBRLF).
13. Support authorizing the Auditor-Controller to amend the FY2021-22 Election's Adopted Budget by increasing appropriations by \$1,312,292, resulting from increased expenditures related to the recall election (001-ELE001-1410-8064-6412) financed by increased state reimbursement revenue (001-ELE001-1410-8064-5460).
14. a. Support approval of a resolution to increase appropriations and revenues of \$1,030,207 for the Social Services - Area Agency on Aging's Fund 001, Appropriation Unit, SOC010 FY 2021-22 Adopted Budget to provide funding to various programs which will require a 4/5ths vote; and
  - b. Support authorizing and directing the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and revenues by \$1,030,207 in Social Services - Area Agency on Aging's Budget, Fund 001, Appropriation Unit SOC010 and will require a 4/5ths vote.
15. Support Natividad Medical Center to increase the project cost for the Pharmacy Renovation by \$705,411 for additional construction, inspection and permit fees for a total project cost of \$1,905,411.
16. a. Support amending the Fiscal Year (FY) 2021-22 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Management Analyst (MA) II, 4.0 FTE Behavioral Health Aide (BHA), 4.0 Community Service Aide (CSA) II, 1.0 FTE Supervising Public Health Nurse (SPHN), and 1.0 FTE Social Worker Supervisor (SWS) I, resulting in estimated increased costs of \$267,750 for FY 2021-22 and \$1,071,001 for FY 2022-23, financed by a combination of grant funds, Enhanced Care Management (ECM) revenue, and Whole Person Care (WPC) funds (4/5ths vote required); and

- 
- b. Support directing the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2021-22 Health Department Adopted Budget 001-4000-8124-HEA003.
- 17.** a. Support adoption of a resolution to amend the Department of Social Services Budget 001-5010-8262-SOC005 to add one (1) Social Work Supervisor II and four (4) Social Worker V for Social Services Aging and Adult Services;
- b. Support authorizing the Auditor-Controller and the County Administrative Office to incorporate the changes to the FY 2021-22 Adopted Budget 001-5010-SOC005-8262;
- c. Support approval for an increase in appropriations and estimated revenues of \$194,359 for the Social Services 001-5010-SOC005-8262 FY 2021-22 Adopted Budget which will require a 4/5ths vote; and
- d. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and estimated revenues by \$194,359 in the Social Services Budget 001-5010-8262-SOC005 which will require a 4/5ths vote.
- 18.** a. Support adoption of a resolution to amend the Department of Social Services Budget 001-5010-8262-SOC005 to add one (1) Business Technology Analyst IV (16C93) to backfill for a current employee that will be assigned to the California Statewide automated Child Welfare System Case Management System (CWS/CMS) Migration Project;
- b. Support authorizing the Auditor-Controller and the County Administrative Office to incorporate the changes to the FY 2021-22 Adopted Budget 001-5010-SOC005-8262;
- c. Support approval for an increase in appropriations and estimated revenues of \$46,480 for the Social Services 001-5010-SOC005-8262 FY 2021-22 Adopted Budget which will require a 4/5ths vote; and
- d. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and estimated revenues by \$46,480 in the Social Services Budget 001-5010-8262-SOC005 which will require a 4/5ths vote.
- 19.** a. Support adoption of a resolution to amend the Department of Social Services Budget 001-5010-8262-SOC005 to add one (1) Management Analyst II and reallocate one (1) Senior Account Clerk to one (1) Account Technician for Social Services Administration.
- b. Support authorizing the Auditor-Controller and the County Administrative Office to incorporate the changes to the FY 2021-22 Adopted Budget 001-5010-SOC005-8262;
- c. Support approval for an increase in appropriations and estimated revenues of \$47,666 for the Social Services 001-5010-SOC005-8262 FY 2021-22 Adopted Budget which will require a 4/5ths vote; and
- d. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget by increasing appropriations and estimated revenues by \$47,666 in the Social Services Budget 001-5010-8262-SOC005 which will require a 4/5ths vote.
- 20.** a. Support amending Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B to create the classification of Chief Assistant Public Defender with the salary range as indicated in Attachment A;
- b. Support amending the Public Defender Budget Unit 2270-8169-Fund 001 - Appropriation Unit PUB001 to reallocate and approve the reclassification of one (1) Assistant Public Defender to one (1) Chief Assistant Public Defender as indicated in Attachment A;
-

- c. Support directing the Auditor-Controller and County Administrative Office to incorporate the position change in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.
21. a. Support amending Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary ranges of the Patient Services Representative I/II, Senior Patient Services Representative, and Supervising Patient Services Representative classifications as indicated in Attachment A;
- b. Support directing the Human Resources Department to implement the changes in the Advantage HRM system.
22. a. Support amending the Auditor-Controller's Office - Budget Unit 1110-8373-Fund 001 -Appropriation Unit AUD001 to allocate a Departmental Information Systems Manager II as indicated in Attachment A;
- b. Support directing the Auditor-Controller and County Administrative Office to incorporate the position change in the FY 2021-22 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

### **Regular Agenda**

23. Receive the Monterey County Financial Forecast, which assesses the County's fiscal condition for the current year and three forecast years (Fiscal Year 2022-23 through Fiscal Year 2024-25).

**ACTION: The Committee received the Monterey County Financial Forecast for FY 2022-23 through FY 2024-25.**

24. a. Support request to reallocate unspent American Rescue Plan Act of 2021 (ARPA) funds to the Health Department; and
- b. Support request to amend the Health Department FY 2021-22 Adopted Budget to increase appropriations by \$4,298,565 (\$2,782,986 in the Public Health Bureau 001-4000-8124-HEA003 and \$1,515,579 in the Health Administration Bureau 001-4000-8438-HEA014) to accommodate COVID-19 response activities and procurement of testing supplies, financed by an increase in revenues in the CAO budget 001-1050-8041-CAO019 funded by ARPA funds; and
- c. Support directing the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2021-22 Health Department Adopted Budget.

**ACTION: The Committee supported the recommendations under Item No. 24.a thru 24.c by consensus.**

25. Support a recommendation that the Board of Supervisors adopt a resolution to:
- a. Authorize the Assistant County Administrative Officer and/or the Economic Development Manager to execute an Agreement for ARPA Economic Recovery Hospitality and Tourism Standard Agreement for Monterey County Convention and Visitors Bureau to perform all tasks necessary to develop and implement hospitality and tourism support services in Monterey County, for the period of three (3) years, for the term March 8, 2022, through December 31, 2024, in the amount not to exceed \$1,800,000; and
- b. Authorize the Auditor-Controller to amend the FY 2021-22 County Administrative Office

Development Set-Aside Adopted Budget 001-1050-CAO036-8512 to increase appropriations by \$360,000, financed by an increase in non-program revenue 001-1050-CAO019-8041 funded by ARPA revenue (4/5th vote required).

**ACTION: The Committee supported the recommendations under Item No. 25.a and 25.b by consensus.**

26. Support amending the FY 2021-22 Adopted Budget for Emergency Operations Center (EOC) 001-1050-CAO005-8541 to increase appropriations by \$1,438,412 financed by the Cannabis Tax Assignment (001-3132) in support of the EOC and ongoing COVID-19 operations throughout the County.

**ACTION: The Committee supported the recommendation under Item No. 26 by consensus.**

### Quarterly Reports

27. Receive Natividad Medical Center's Financial Report for the second quarter (October 2021 thru December 2021) of fiscal year 2022.

**ACTION: The Committee received NMC's Financial Report for the period October 2021 thru December 2021.**

### Semi-Annual Reports

28. Receive and accept the bi-annual financial report for the Information Technology Department (ITD) for FY 2021-22.

**ACTION: The Committee received ITD's bi-annual financial report for FY 2021-22.**

29. Receive and accept the semi-annual report of expenditures and caseload data for the Department of Social Services for the period of July through December 2021.

**ACTION: The Committee received the semi-annual report of expenditures and caseload data for the Department of Social Services for the period July thru December 2021.**

30. Receive a report on Natividad Medical Center's key capital projects as of December 31, 2021.

**This item was deferred to the March meeting.**

31. Receive the Monterey County Workforce Development Board FY 2021-22 Second Quarter Financial Status Report for the Workforce Innovation and Opportunity Act (WIOA) funded programs through December 31, 2021.

**ACTION: The Committee received the Workforce Development Board second quarter financial report for the period ending December 31, 2021.**

32. Consider receiving the Monterey County Water Resources Agency (MCWRA) FY 2021-2022 Financial Status Report through December 31, 2021.

**This item was deferred to the March meeting.**

**Adjournment**

**The meeting adjourned at 3:00 p.m. The next meeting is scheduled for March 30, 2022 at 1:30 p.m. in the Monterey Room.**



# Monterey County

## Budget Committee

### Meeting Minutes - Final

168 W. Alisal St., 2nd Floor  
Monterey Room  
Salinas, CA 93901  
831.755.5115

---

Wednesday, March 30, 2022

1:30 PM

Monterey Room

---

**Attendees:** Supervisor Wendy R. Askew, Chair; Supervisor Luis A. Alejo, Vice-Chair; Charles McKee, County Administrative Officer; Dewayne Woods, Assistant County Administrative Officer; Ezequiel Vega, County Budget Director; Les Girard, County Counsel; Rocio Quezada, Committee Secretary; and  
**Elected Officials:** Rupa Shah, Auditor-Controller; and Mary Zeeb, Treasurer-Tax Collector.  
**Excused:** Steve Vagnini, Assessor-Clerk-Recorder.

#### Call to Order

The meeting was called to order at 1:30 p.m.

#### Additions and Corrections

There were no additions or corrections to the agenda.

#### Public Comment Period

Public comment provided by Deonda Guerrero.

#### Approval of Action Minutes

1. Approve the Budget Committee Action Minutes of February 23, 2022.

**The Budget Committee Action Minutes of February 23, 2022 were approved by consensus.**

#### Consent Agenda

#### **Consent Items Nos. 2 through 13**

**ACTION: Consent Items Nos. 2 through 13 were approved by consensus.**

2. Receive the List of Standing and Follow-up Report due to the Budget Committee.
3. Receive the California Department of Finance Bulletin for February and March 2022.
4. Support adopting a resolution to:
  - a. Authorize the Public Defender or Assistant Public Defender to execute a Grant Agreement with the Board of State and Community Corrections, accepting a Public Defense Pilot Program award in the amount of \$525,757, for developing and implementing a Resentencing Advocacy and Youthful Offenders project (RAY) for the grant period March 1, 2022 through March 1, 2025; and
  - b. Increase appropriations and revenues \$525,757 for the Public Defender, Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget financed by the BSCC grant; and
  - c. Authorize and direct the Auditor-Controller's Office to amend the FY 2021-22 Public Defender's Adopted Budget by increasing appropriation and revenues by \$525,727, Fund 001, Appropriation

Unit: PUB001; and

d. 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.

5. a. Support adopting a resolution to increase appropriations and estimated revenues by \$637,000 for Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget, financed by an Indigent Defense Grant; and  
b. Support authorizing and directing the Auditor-Controller's Office to amend the FY 2021-22 Public Defender's Adopted Budget by increasing appropriation and estimated revenues by \$637,000, Fund 001, Appropriation Unit: PUB001.
6. a. Support approval for an increase in appropriations and revenues of \$25,000 for Public Defender Budget Unit 001-2270-PUB001-8169 in the FY 2021-22 Adopted Budget, financed by a release of restricted Public Defender revenues (BSA 001-3041-PD01); and  
b. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations and revenues by \$25,000 for the Office of the Public Defender, Fund 001, Appropriation Unit PUB001, financed by a previously awarded California Endowment grant to connect formerly incarcerated individuals by providing assistance and legal support to improve the well-beings of individuals in Monterey County.
7. Support a Resolution to:
  - a. Approve Fiscal Year 2021-22 Fish and Game Propagation Program grant awards for ten (10) projects totaling \$33,235 as recommended by the Monterey County Fish and Game Advisory Commission; and
  - b. Approve and authorize the Department of Public Works, Facilities, and Parks to distribute the Fiscal Year 2021-22 Fish and Game Propagation Program grant awards for the ten (10) projects in the specified amounts as approved by the Board of Supervisors.
8. Support the Public Works, Facilities and Parks recommendation to the Board of Supervisors to:
  - a. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for County Service Area 17-Rancho Tierra Grande, Fund 057-3200-8566-PFP011, to increase appropriations by \$3,876, where Fund 057 Unassigned Fund Balance 3101 is the financing source (4/5th vote required);
  - b. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for County Service Area 24-Pedrazzi/Indian Springs, Fund 061-3200-8566-PFP015, to increase appropriations by \$126,550, where Fund 061 Unassigned Fund Balance 3101 is the financing source (4/5th vote required);
  - c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for County Service Area 25-Carmel Valley Golf & Country Club, Fund 062-3200-8566-PFP016, to increase appropriations by \$17,681, where Fund 062 Unassigned Fund Balance 3101 is the financing source (4/5th vote required);
  - d. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for County Service Area 66-Oak Tree Views, Fund 087-3200-8566-PFP041, to increase appropriations by \$6,688, where Fund 087 Unassigned Fund Balance 3101 is the financing source (4/5th vote required); and

- e. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for County Service Area 75-Chualar, Fund 093-3200-8566-PFP046, to increase appropriations by \$6,467, where Fund 093 Unassigned Fund Balance 3101 is the financing source (4/5th vote required).
9. Receive a report on Natividad Medical Center's key capital projects as of December 31, 2021.
  10. Consider receiving the Monterey County Water Resources Agency (MCWRA) FY 2021-2022 Financial Status Report through December 31, 2021.
  11. Receive a mid-year financial condition report on Lake Nacimiento Resort and Operations Enterprise Fund, Fund 452, for Fiscal Year 2021-22.
  12. Receive a report on Capital Improvement Plan and Key Capital Projects managed by the Department of Public Works, Facilities and Parks (PWFP) for the period from July 1, 2021 through December 31, 2021 (Fiscal Year 2021-22, Quarters One and Two).
  13.
    - a. Receive a Status Report on the 2016 Soberanes Fire and 2017 Winter Storm Repair Projects;
    - b. Receive a Status Report on the 2019 Winter Storms Repair Projects;
    - c. Receive a Status Report on the 2020 Fire Damage Repair Projects; and
    - d. Receive a Status Report on the 2021 Winter Storms Repair Projects.

### Regular Agenda

14.
  - a. Receive the annual update to the County's General Financial Policies, including technical corrections.
  - b. Provide direction to staff.

**ACTION: This item will go to the full Board for approval.**

15. Receive a summary American Rescue Plan Act (ARPA) Expenditure Report for the period ending December 31, 2021.

**ACTION: The Committee received an ARPA expenditure report for the period ending December 31, 2021.**

**Public comment provided by: Bernie Gomez**

16. Receive Report from the Health Department on the Status of American Rescue Plan Act of 2021 (ARPA) funds allocated to finance pandemic response activities.

**ACTION: The Committee received a report from the Health Department on ARPA funding allocated for pandemic response.**

17.
  - a. Receive a report on Social Services spending of the American Rescue Plan Act of 2021 (ARPA);
  - b. Support request to rollover unexpended FY 2020-21 ARPA funds to FY 2022-23 that were allocated to Department of Social Services in the amount of \$2,062,293 for Project RoomKey.

**ACTION: The Committee received a report from Social Services on ARPA spending. Item No. 17.b was supported by consensus.**

**Public comment provided by: Deonda Guerrero**

18. Receive a report on the implementation of water and sewer infrastructure projects funded with American Rescue Plan Act (ARPA) funds and managed by the Department of Public Works, Facilities and Parks (PWFP).

**ACTION: The Committee received a report on the implementation of water and sewer infrastructure projects funded with ARPA funds managed by Public Works, Facilities, and Parks.**

19. a. Support request to amend the Health Department FY 2021-22 Adopted Budget to increase appropriations and estimated revenue by \$1,794,902 in the Health Administration Bureau 001-4000-8438-HEA014 funded by the augmentation of grant revenues from the VIDA: A Community Health Worker COVID-19 Outreach and Education Project to Improve Health Literacy in Monterey County, California grant (Health Literacy Grant); and  
b. Support directing the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2021-22 Health Department Adopted Budget.

**ACTION: The Committee supported Item No. 19.a and 19.b by consensus. This item will go to the full Board for approval.**

20. a. Provide recommendation for a preferred funding source for the WeatherTech® Raceway at Laguna Seca (WRLS) Start/Finish Bridge and Track Resurfacing Projects; and  
b. Provide direction to staff.

**ACTION: The Committee received a report from Public Works, Facilities, and Parks with a request for a preferred funding source for the Laguna Seca start/finish bridge and track resurfacing. This item will go to the full Board for further discussion.**

**Public comment provided by: Cesar Lara and Liam McLaughlin**

21. a. Support the County of Monterey Correctional Facility Projects as detailed in Attachment A; and  
b. Support a request to reallocate an estimated \$533,276 in unused remaining balance from completed Sheriff capital works roofing projects, previously appropriated in FY 2021-22 Fund 402, to cover the cost for the Correctional Facility Projects as detailed in Attachment A; and  
c. Support inclusion in the FY 2022-23 Recommended Budget of a transfer of \$241,665 from the Building Improvement and Replacement Fund (478-BIR-1050-8539-CAO47) into the Facility Master Plan Fund (404-3200-8564-PFP057) for the completion of the Correctional Facility Projects.

**ACTION: The Committee supported the recommendations under Item No. 21.a thru 21.c by consensus.**

22. a. Support approval of the Auditor-Controller's Fiscal Year 2022-23 and FY 2023-24 Internal Audit Work Plan.

**ACTION: The Committee received the Auditor-Controller's FY 22-23 and FY 23-24 Internal Audit Work Plan.**

#### Adjournment

**The meeting adjourned at 4:05 p.m. A Special Meeting is scheduled on Monday, April**

**25, 2022, at 10:30 a.m. in the Monterey Room.**



# Monterey County

## Budget Committee

### Meeting Minutes - Final

168 W. Alisal St., 2nd Floor  
Monterey Room  
Salinas, CA 93901  
831.755.5115

---

Monday, April 25, 2022

10:30 AM

Monterey Room

---

**Attendees:** Supervisor Wendy R. Askew, Chair; Supervisor Luis A. Alejo, Vice-Chair; Charles McKee, County Administrative Officer; Dewayne Woods, Assistant County Administrative Officer; Ezequiel Vega, County Budget Director; Les Girard, County Counsel; Rocio Quezada, Committee Secretary; and

**Elected Officials:** Rupa Shah, Auditor-Controller.

**Excused:** Mary Zeeb, Treasurer-Tax Collector and Steve Vagnini, Assessor-Clerk-Recorder.

#### Call to Order

The meeting was called to order at 10:30 a.m.

#### Public Comment Period

There was no public comment received.

#### Approval of Action Minutes

1. Approve the Budget Committee Action Minutes of March 30, 2022.

**The Budget Committee Action Minutes of March 30, 2022 were approved by consensus.**

#### Consent Agenda

##### **Consent Items Nos. 2 through 4**

**ACTION: Consent Items Nos. 2 through 4 were approved by consensus.**

2. Receive the List of Standing and Follow-up Report due to the Budget Committee.
3. a. Support approval for an increase in appropriations and revenues of \$5,986 for IGLA/Office of Community Engagement and Strategic Advocacy (OCESA) Budget Unit 001-1050-CAO024-8840 in the FY 2021-22 Adopted Budget, financed by a donation from the Natividad Medical Foundation; and  
b. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget to increase appropriations and revenues by \$5,986 for IGLA/Office of Community Engagement and Strategic Advocacy (OCESA) Budget Unit 001-1050-CAO024-8840, financed by a previously awarded Natividad Medical Foundation donation to coordinate and host the Annual MY LIFE STORY Youth Violence Prevention and Intervention Conference in Monterey County.
4. Support authorizing the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to increase appropriations by \$1,248,173, financed by increased estimated revenues, for the Office of the District Attorney, Fund 001, Appropriation Unit DIS001.

**Regular Agenda**

5. a. Support the request to amend the FY 2021-22 Public Defender's Adopted Budget (001-2270-8168-PUB001) to temporarily reallocate one (1) .50 Account Clerk to one (1) 1.0 FTE Account Clerk retroactive from November 15, 2021, through February 11, 2022, as indicated in Attachment A; and
- b. Support the request to authorize and direct the County Administrative Office and the Auditor-Controller to incorporate the position changes in the FY 2021-22 Adopted Budget.

**ACTION: The Committee supported Item No. 5.a and 5.b. by consensus.**

6. a. Support the request to reallocate unspent American Rescue Plan Act of 2021 (ARPA) funds to the Human Resources Department; and
- b. Support the request to amend the Human Resources Department's FY 2021-22 Adopted Budget (001-1060-8401-HRD001) to increase appropriations by \$74,073 to staff and administer the County's employee COVID-19 testing services financed by an increase in revenues in the CAO budget 001-1050-8041-CAO19 funded by ARPA funds; and
- c. Support directing the Auditor-Controller and County Administrative Office to incorporate the changes in the FY 2021-22 Human Resources Department Budget.

**ACTION: The Committee supported Item No. 6.a thru 6.c. by consensus.**

7. Receive a comprehensive analysis report in response to *Board Referral No. 2022.11* seeking the Monterey County Health Department's Behavioral Health Bureau to provide a comprehensive presentation on how the Mental Health Services Act funding is being used in Monterey County and what other potential eligible services could be provided under the act and to provide an updated expenditure plan to utilize the reserve funds of \$55,380,337 towards providing critical needed services to eligible residents. The referral also requests that the Board of Supervisors receive an annual report on the expenditures and effectiveness of all its programs.

**ACTION: The Committee received a comprehensive analysis report on the Mental Health Services Act funding from the Health Department's Behavioral Health Bureau. This item will be presented to the full Board.**

**Public comment provided by: Cesar Lara and Bernie Gomez.**

8. a. Receive the Draft County of Monterey Capital Improvement Program Five-Year Plan (CIP) for Fiscal Years (FYs) 2022/23 through 2026/27;
- b. Support the approval of the Draft CIP for FYs 2022/23 through 2026/27; and
- c. Provide direction regarding recommended funding prioritization for unfunded projects.

**ACTION: The Committee received the draft Capital Improvement Program Five-Year Plan (CIP) for FY 2022-23 through FY 2026-27, and supported the following unfunded projects: Seaside Community Benefits Office Replacement, Gonzales Community Center & Library, Fort Ord Travel Camp, Park Amenities Replacement Program, Electric Charging Stations, Emergency Services Center Perimeter Fencing Upgrade/Paving, King City Courthouse**

**Parking Lot Repaving, Animal Services Spay/Neuter Clinic Expansion, and  
Murphy Road Repaving.**

**Public comment provided by: Bryan Flores, Lee Ann Magoski, Chris  
Le-Venton, Ashley Paulsworth, and Becky Cromer.**

**Quarterly Reports**

9. Receive a status report on the New Juvenile Hall, Project 8811.

**ACTION: The Committee received a status report on the New Juvenile Hall  
Project.**

**Public comment provided by: Bernie Gomez.**

**Adjournment**

**The meeting adjourned at 12:32 p.m. The next meeting is scheduled on May 25, 2022  
at 1:30 p.m. in the Monterey Room.**



# Monterey County

## Budget Committee

### Meeting Minutes - Final

168 W. Alisal St., 2nd Floor  
Monterey Room  
Salinas, CA 93901  
831.755.5115

---

Wednesday, May 25, 2022

1:30 PM

Monterey Room

---

**Attendees:** Supervisor Wendy R. Askew, Chair; and Supervisor Luis A. Alejo, Vice-Chair.  
**Committee Staff:** Charles McKee, County Administrative Officer; Dewayne Woods, Assistant County Administrative Officer; Ezequiel Vega, County Budget Director; Les Girard, County Counsel; Rocio Quezada, Committee Secretary; and  
**Elected Officials:** Rupa Shah, Auditor-Controller; Mary Zeeb, Treasurer-Tax Collector; and Steve Vagnini, Assessor-Clerk-Recorder.

#### Call to Order

The meeting was called to order at 1:32 p.m.

#### Additions and Corrections

There were no additions or corrections to the agenda.

#### Public Comment Period

There was no public comment received.

#### Approval of Action Minutes

The Budget Committee Action Minutes of April 25, 2022 were approved by consensus.

1. Approve the Budget Committee Action Minutes of April 25, 2022.

#### Consent Agenda

#### Consent Items 2 through 12

**ACTION: Consent Items 2 through 12 were approved by consensus.**

2. Receive the List of Standing and Follow-up Report due to the Budget Committee.
3. Receive the California Department of Finance Bulletin for April 2022.
4. Receive a Report on the Governor's Fiscal Year 2022-23 May Revised State Budget.
5. Support approval of funding plan for the Homeless Housing, Assistance and Prevention Program (Round 3) to the California Interagency Council on Homelessness to receive a one-time allocation of \$3,381,924.17 to continue building a unified regional coordinated response to reduce homelessness in Monterey County.
6.
  - a. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget increasing appropriations by \$1,166,163.31 in the County Clerk/Recorder's Budget Unit

- 
- (001-1180-ACR002-8004) to make an operating transfer from the General Fund to Recorder's Restricted Modernization Fund (027-2730-ACR003), funded by a release of \$1,166,163.31 from Recorder's Restricted Modernization restricted fund balance (001-3041-MODN); and
- b. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget increasing appropriations by \$693,892.45 in the County Clerk/Recorder's Budget Unit (001-1180-ACR002-8004) to make an operating transfer from the General Fund to Recorder's Restricted Micrographics Fund (027-2740-ACR003), funded by a release of \$693,892.45 from the Recorder's Restricted Micrographic restricted fund balance (001-3041-MICR); and
  - c. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget increasing appropriations by \$337,729.05 in the County Clerk/Recorder's Budget Unit (001-1180-ACR002-8004) to make an operating transfer from the General Fund to Recorder's Restricted Vital Record Fund (027-2750-ACR003), funded by a release of \$337,729.05 from the Recorder's Restricted Vital Record restricted fund balance (001-3041-RVTL); and
  - d. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget increasing appropriations by \$61,717.46 in the County Clerk/Recorder's Budget Unit (001-1180-ACR002-8004) to make an operating transfer from the General Fund to County Clerk's Restricted Vital Record Fund (027-2760-ACR003), funded by a release of \$61,717.46 from the County Clerk's Restricted Vital Record restricted fund balance (001-3041-CVTL); and
  - e. Support authorizing the Auditor-Controller to amend the FY 2021-22 Adopted Budget increasing appropriations by \$102,899.28 in the County Clerk/Recorder's Budget Unit (001-1180-ACR002-8004) to make an operating transfer from the General Fund to Recorder's Restricted Electronic Recording Fund (027-2770-ACR003), funded by a release of \$102,899.28 from the Recorder's Restricted Electronic Recording restricted fund balance (001-3041-ERDS).
7. a. Support reallocation of Parks Operation Fund 001, Appropriation Unit PFP058, Unit 8556 ARPA Revenue Loss allocation of \$631,546 to Facility Services Fund 001, Appropriation Unit PFP054, Unit 8552 and Utilities Fund 001, Appropriation Unit PFP055, Unit 8553;
- b. Support authorizing and directing the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to increase appropriations by \$371,828 in Facility Services Fund 001, Appropriation Unit PFP054, Unit 8552, financed by a decrease in appropriations of \$371,828 from Park Operations Fund 001, Appropriation Unit PFP058, Unit 8556, from its ARPA Revenue Loss appropriations; and
- c. Support authorizing and directing the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to increase appropriations by \$259,718 in Utilities Fund 001, Appropriation Unit PFP055, Unit 8553, financed by a decrease in appropriations of \$259,718 from Park Operations Fund 001, Appropriation Unit PFP058, Unit 8556, from its ARPA Revenue Loss appropriations.
8. Support amending the FY 2021-22 Adopted Budget to increase appropriations by \$119,534 in the
-

---

County Administrative Office Contracts-Purchasing Department (001-1050-CAO002-8047), financed by a decrease in appropriations of \$69,385 in the County Administrative Office Records Retention (001-1050-CAO028-8474), and a decrease in appropriations of \$50,149 in the County Administrative Office Courier (001-1050-CAO035-8508).

9. Support approval of a resolution authorizing and directing the Auditor-Controller to amend the Fiscal Year 2021-22 Adopted Budget to increase appropriations and revenues by \$108,585 for the Social Services - Area Agency on Aging's Fund 001, SOC010 FY 2021-22 Adopted Budget to provide funding to various programs.
10. a. Support amending Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary range of the Assistant Director of Health Services classification as indicated in Attachment A;  
b. Support directing the Human Resources Department to implement the changes in the Advantage HRM system.
11. a. Support amending Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary ranges of the Licensed Vocational Nurse and Public Health Licensed Vocational Nurse classifications as indicated in Attachment A;  
b. Support directing the Human Resources Department to implement the changes in the Advantage HRM system.
12. Support the request to:
  - a. Authorize the Auditor-Controller to execute an operating transfer of \$250,000 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund the Bright Beginnings program; and
  - b. Authorize the Auditor-Controller to execute an operating transfer of \$1,218,318 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund Children's Medical Services programs; and
  - c. Authorize the Auditor-Controller to execute an operating transfer of \$402,726 from the 1991 Social Services Realignment Subaccount (025-0255-5010-SOC012-CMS) to the 1991 Health Realignment Subaccount (025-0254-4000-HEA013-PH) to fund the Nurse Family Partnership (NFP) and Maternal, Child, and Adolescent Health (MCAH) programs.

### **Regular Agenda**

13. Receive the Fiscal Year 2022-23 Recommended Budget and provide direction as appropriate.

**ACTION: The Committee received the FY 2022-23 Recommended Budget.**

### **Public commend provided by Cesar Lara.**

14. Support the Public Works, Facilities & Parks (Department) recommendations to the Board of Supervisors acting as the Board of Directors of the Pajaro County Sanitation District to:
  - a. Authorize and direct the Auditor-Controller to amend the Fiscal Year (FY) 2021-22 Adopted Budget for the General Fund, Fund 001, Other Financing Uses Appropriation Unit CAO017, to increase appropriations by \$30,091, where the financing source is Cannabis Tax Assignment

(001-3132);

b. Authorize and direct the Auditor-Controller to transfer \$30,091 in FY 2021-22 to PCSD, Fund 151, Appropriation Unit PFP047 from General Fund, Fund 001, Other Financing Uses Appropriation Unit CAO017; and

c. Authorize and direct the Auditor-Controller to amend the FY 2021-22 Adopted Budget for PCSD, Fund 151, Appropriation Unit PFP047, to increase appropriations by \$247,908, where the financing sources are increased property tax revenues of \$15,855, Fund 151 Unassigned Fund Balance (151-3101) for \$201,962 and General Fund, Fund 001 Operating Transfer In for \$30,091.

**ACTION: The Committee supported Item No. 14.a thru 14.c by consensus.  
This item will go to the full Board for consideration.**

15. a. Receive the Fiscal Year 2021-22 Special District Annual Report; and  
b. Provide direction to staff.

**ACTION: The Committee received the FY 21-22 Special Districts Annual Report.**

#### **Quarterly Reports**

16. Receive Natividad Medical Center's Financial Report for the third quarter (January 2022 thru March 2022) of fiscal year 2022.

**ACTION: The Committee received NMC's Financial Report for the third quarter of FY 2022.**

#### **Adjournment**

**The meeting adjourned at 3:08 p.m. The next meeting is scheduled on June 29, 2022 at 1:30 p.m. in the Monterey Room.**



# Monterey County

**Item No.60**

## Board Report

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

**Legistar File Number: RES 22-159**

**August 23, 2022**

**Introduced:** 8/15/2022

**Current Status:** General Government -  
Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to:

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

RECOMMENDATION:

It is recommended that the Board of Supervisors take the following actions:

Adopt a Resolution to:

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

SUMMARY/DISCUSSION:

The Information Technology Department requested a classification study as a result of the interdepartmental transfer of two (2) positions from the Resource Management Agency to Information Technology Department in 2019, one (1) Departmental Information Systems Manager II and one (1) Departmental Information Systems Coordinator positions. These positions were assigned to the ITD Service Desk in the Information Technology Department where the incumbents job duties have expanded in scope from supporting a single department to customers county-wide.

The Human Resources Department completed a classification study based on the review of external and internal comparable positions including organizational structure, department size, level of complexity, volume of work, and impacts of services. The analysis of the study found that the 1)

Departmental Information Systems Manager II is performing the job duties within scope of the Information Technology Manager classification; and 2) Departmental Information Systems Coordinator is performing the job duties within scope of the Information Systems Support Specialist classification.

For these reasons, it is recommended that the Departmental Information Systems Manager II be reallocated to the classification of Information Technology Manager and that the Departmental Information Systems Coordinator be reallocated, and the incumbent be reclassified to the Information Support Specialist classification.

OTHER AGENCY INVOLVEMENT:

The Board of Supervisor Budget Committee and the Information Technology Department has reviewed and concur with the recommendations.

FINANCING:

The salary and benefits increase for Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 for the remainder of FY 2022-23 is approximately \$37,437 annually and is anticipated to be absorbed within the departments existing appropriations.

Current estimates indicated the respective department will be able to absorb the fiscal impact of these base wage adjustments; however, if this should change in the future, the affected department will return to the Budget Committee to request an appropriation increase if needed.

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
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared By: Channelle Ceralde, Senior Personnel Analyst  
Approved By: Irma Ramirez-Bough, Director of Human Resources

Attachment: Attachment A  
Resolution

cc: Eric Chatham, Chief Information Officer





# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 22-159**

**August 23, 2022**

**Introduced:** 8/15/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a Resolution to:

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors take the following actions:

Adopt a Resolution to:

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

**SUMMARY/DISCUSSION:**

The Information Technology Department requested a classification study as a result of the interdepartmental transfer of two (2) positions from the Resource Management Agency to Information Technology Department in 2019, one (1) Departmental Information Systems Manager II and one (1) Departmental Information Systems Coordinator positions. These positions were assigned to the ITD Service Desk in the Information Technology Department where the incumbents job duties have expanded in scope from supporting a single department to customers county-wide.

The Human Resources Department completed a classification study based on the review of external and internal comparable positions including organizational structure, department size, level of complexity, volume of work, and impacts of services. The analysis of the study found that the 1)

Legistar File Number: RES 22-159

Departmental Information Systems Manager II is performing the job duties within scope of the Information Technology Manager classification; and 2) Departmental Information Systems Coordinator is performing the job duties within scope of the Information Systems Support Specialist classification.

For these reasons, it is recommended that the Departmental Information Systems Manager II be reallocated to the classification of Information Technology Manager and that the Departmental Information Systems Coordinator be reallocated, and the incumbent be reclassified to the Information Support Specialist classification.

OTHER AGENCY INVOLVEMENT:

The Board of Supervisor Budget Committee and the Information Technology Department has reviewed and concur with the recommendations.

FINANCING:

The salary and benefits increase for Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 for the remainder of FY 2022-23 is approximately \$37,437 annually and is anticipated to be absorbed within the departments existing appropriations.

Current estimates indicated the respective department will be able to absorb the fiscal impact of these base wage adjustments; however, if this should change in the future, the affected department will return to the Budget Committee to request an appropriation increase if needed.

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
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared By: Channelle Ceralde, Senior Personnel Analyst  
Approved By: Irma Ramirez-Bough, Director of Human Resources

DocuSigned by:  
  
 DocuSigned by:  
  
 D8653E  
 A7F557420537420...

Attachment: Attachment A  
Resolution

cc: Eric Chatham, Chief Information Officer

*Legistar File Number: RES 22-159*

---

**..Title**

Adopt a Resolution to:

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

**..Report**

RECOMMENDATION:

It is recommended that the Board of Supervisors take the following actions:

Adopt a Resolution to:

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

SUMMARY/DISCUSSION:

The Information Technology Department requested a classification study as a result of the interdepartmental transfer of two (2) positions from the Resource Management Agency to Information Technology Department in 2019, one (1) Departmental Information Systems Manager II and one (1) Departmental Information Systems Coordinator positions. These positions were assigned to the ITD Service Desk in the Information Technology Department where the incumbents job duties have expanded in scope from supporting a single department to customers county-wide.

The Human Resources Department completed a classification study based on the review of external and internal comparable positions including organizational structure, department size, level of complexity, volume of work, and impacts of services. The analysis of the study found that the 1) Departmental Information Systems Manager II is performing the job duties within scope of the Information Technology Manager classification; and 2) Departmental Information Systems Coordinator is performing the job duties within scope of the Information ~~Technology Systems~~ Support Specialist classification.

For these reasons, it is recommended that the Departmental Information Systems Manager II be reallocated to the classification of Information Technology Manager and that the Departmental

Information Systems Coordinator be reallocated, and the incumbent be reclassified to the Information **Technology** Support Specialist classification.

OTHER AGENCY INVOLVEMENT:

The Board of Supervisor Budget Committee and the Information Technology Department has reviewed and concur with the recommendations.

FINANCING:

The salary and benefits increase for Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 for the remainder of FY 2022-23 is approximately \$37,437 annually and is anticipated to be absorbed within the departments existing appropriations.

Current estimates indicated the respective department will be able to absorb the fiscal impact of these base wage adjustments; however, if this should change in the future, the affected department will return to the Budget Committee to request an appropriation increase if needed.

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
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared By: Channelle Ceralde, Senior Personnel Analyst  
Approved By: Irma Ramirez-Bough, Director of Human Resources

Attachment: Attachment A  
Resolution

cc: Eric Chatham, Chief Information Officer

**..Title**

Adopt a Resolution to:

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

**..Report**

RECOMMENDATION:

It is recommended that the Board of Supervisors take the following actions:

Adopt a Resolution to:

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.

SUMMARY/DISCUSSION:

The Information Technology Department requested a classification study as a result of the interdepartmental transfer of two (2) positions from the Resource Management Agency to Information Technology Department in 2019, one (1) Departmental Information Systems Manager II and one (1) Departmental Information Systems Coordinator positions. These positions were assigned to the ITD Service Desk in the Information Technology Department where the incumbents job duties have expanded in scope from supporting a single department to customers county-wide.

The Human Resources Department completed a classification study based on the review of external and internal comparable positions including organizational structure, department size, level of complexity, volume of work, and impacts of services. The analysis of the study found that the 1) Departmental Information Systems Manager II is performing the job duties within scope of the Information Technology Manager classification; and 2) Departmental Information Systems Coordinator is performing the job duties within scope of the Information Technology Support Specialist classification.

For these reasons, it is recommended that the Departmental Information Systems Manager II be reallocated to the classification of Information Technology Manager and that the Departmental

Information Systems Coordinator be reallocated, and the incumbent be reclassified to the Information Technology Support Specialist classification.

OTHER AGENCY INVOLVEMENT:

The Board of Supervisor Budget Committee and the Information Technology Department has reviewed and concur with the recommendations.

FINANCING:

The salary and benefits increase for Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 for the remainder of FY 2022-23 is approximately \$37,437 annually and is anticipated to be absorbed within the departments existing appropriations.

Current estimates indicated the respective department will be able to absorb the fiscal impact of these base wage adjustments; however, if this should change in the future, the affected department will return to the Budget Committee to request an appropriation increase if needed.

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
- Administration
- Health & Human Services
- Infrastructure
- Public Safety

Prepared By: Channelle Ceralde, Senior Personnel Analyst  
Approved By: Irma Ramirez-Bough, Director of Human Resources

Attachment: Attachment A  
Resolution

cc: Eric Chatham, Chief Information Officer

**ATTACHMENT A**

**Reallocate Position**

Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	16F41	Departmental Information Systems Manager II	001	(1.0)	0
To	43G01	Information Technology Manager	005	1.0	5.0

**Reallocate Position and reclassify incumbent**

Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	43J05	Departmental Information Systems Coordinator	001	(1.0)	0
To	43M35	Information Technology Support Specialist	003	1.0	3.0

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

Resolution No.: )

Adopt a Resolution to: )

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A; )
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and )
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget. )

WHEREAS, the Information Technology Department requested the Human Resources Department to conduct a classification study of the Departmental Information Systems Manager II and the Departmental Information Systems Coordinator; and

WHEREAS, the Human Resources Department conducted the classification study of the Departmental Information Systems Manager II and the Departmental Information Coordinator; and

WHEREAS, the Human Resources Department found that the Departmental Information Systems Manager II is performing the job duties within scope of the Information Technology Manager classification and the Departmental Information Systems Coordinator is performing the job duties within scope of the Information Systems Support Specialist classification.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

1. The Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 is amended to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated below:

**Reallocate Position**

Information Technology Department - Budget Unit 1930-8434-Fund 001 -Appropriation Unit INF002

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	16F41	Departmental Information Systems Manager II	003	(1.0)	1.0
To	43G01	Information Technology Manager	005	1.0	1.0

2. The Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 is amended to reallocate and to approve the reclassification one (1) Departmental Information Systems Coordinator to one (1) Information Technology Systems Support Specialist as indicated below:

**Reallocate Position**

Information Technology Department - Budget Unit 1930-8434-Fund 001 -Appropriation Unit  
INF002

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	43J05	Departmental Information Systems Coordinator	001	(1.0)	1.0
To	43M35	Information Technology Systems Support Specialist	002	1.0	1.0

3. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2022-23 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

PASSED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_ 2022, by the following vote, to-wit:

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 order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book \_\_\_ for the meeting on \_\_\_\_\_, 2021.

Dated:

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: )

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A; )
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and )
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget. )

WHEREAS, the Information Technology Department requested the Human Resources Department to conduct a classification study of the Departmental Information Systems Manager II and the Departmental Information Systems Coordinator; and

WHEREAS, the Human Resources Department conducted the classification study of the Departmental Information Systems Manager II and the Departmental Information Coordinator; and

WHEREAS, the Human Resources Department found that the Departmental Information Systems Manager II is performing the job duties within scope of the Information Technology Manager classification and the Departmental Information Systems Coordinator is performing the job duties within scope of the Information ~~Technology Systems~~ Support Specialist classification.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

1. The Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 is amended to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated below:

**Reallocate Position**  
Information Technology Department - Budget Unit 1930-8434-Fund 001 -Appropriation Unit INF002

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	16F41	Departmental Information Systems Manager II	003	(1.0)	1.0
To	43G01	Information Technology Manager	005	1.0	1.0

2. The Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 is amended to reallocate and to approve the reclassification one (1) Departmental Information Systems Coordinator to one (1) Information Technology ~~Systems~~ Support Specialist as indicated below:

**Reallocate Position**

Information Technology Department - Budget Unit 1930-8434-Fund 001 -Appropriation Unit INF002

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	43J05	Departmental Information Systems Coordinator	001	(1.0)	1.0
To	43M35	Information Technology <del>Systems</del> -Support Specialist	002	1.0	1.0

3. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2022-23 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

PASSED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_ 2022, by the following vote, to-wit:

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 order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book \_\_\_ for the meeting on \_\_\_\_\_, 2021.

Dated:

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: )

- a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A; )
- b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and )
- c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget. )

WHEREAS, the Information Technology Department requested the Human Resources Department to conduct a classification study of the Departmental Information Systems Manager II and the Departmental Information Systems Coordinator; and

WHEREAS, the Human Resources Department conducted the classification study of the Departmental Information Systems Manager II and the Departmental Information Coordinator; and

WHEREAS, the Human Resources Department found that the Departmental Information Systems Manager II is performing the job duties within scope of the Information Technology Manager classification and the Departmental Information Systems Coordinator is performing the job duties within scope of the Information Technology Support Specialist classification.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

1. The Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 is amended to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated below:

**Reallocate Position**  
Information Technology Department - Budget Unit 1930-8434-Fund 001 -Appropriation Unit INF002

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	16F41	Departmental Information Systems Manager II	003	(1.0)	1.0
To	43G01	Information Technology Manager	005	1.0	1.0

2. The Information Technology Department - Budget Unit 1930-8433-Fund 001 - Appropriation Unit INF002 is amended to reallocate and to approve the reclassification one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated below:

**Reallocate Position**

Information Technology Department - Budget Unit 1930-8434-Fund 001 -Appropriation Unit INF002

	Class Code	Position Title	Position Number	Position Increase/Decrease	Revised Total FTE
From	43J05	Departmental Information Systems Coordinator	001	(1.0)	1.0
To	43M35	Information Technology Support Specialist	002	1.0	1.0

- The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2022-23 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

PASSED AND ADOPTED on this \_\_\_ day of \_\_\_\_\_ 2022, by the following vote, to-wit:

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 order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book \_\_\_ for the meeting on \_\_\_\_\_, 2021.

Dated:

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

By \_\_\_\_\_  
, Deputy



# Monterey County

Item No.61

## Board Report

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

Legistar File Number: A 22-430

August 23, 2022

**Introduced:** 7/27/2022

**Current Status:** RMA Public Works -  
Consent

**Version:** 2

**Matter Type:** BoS Agreement

Approve and authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisors to execute a Standard Agreement between the County of Monterey and Val's Plumbing & Heating, to provide routine plumbing maintenance work for County-owned and managed facilities, for a total not to exceed amount of \$50,000, with a retroactive term from December 12, 2021 to December 11, 2022.

### RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to execute a Standard Agreement between the County of Monterey and Val's Plumbing & Heating, to provide routine plumbing maintenance work for County-owned and managed facilities, for a total not to exceed \$50,000, with a retroactive term from December 12, 2021 to December 11, 2022.

### SUMMARY/DISCUSSION:

Routine plumbing maintenance and repair is critical to maintaining County facilities. Public Works, Facilities and Parks (PWWP) staff utilize Countywide Service Agreements (CSA) for routine plumbing and maintenance work under \$4,000 per work order. Plumbing repair and maintenance work exceeding \$4,000 has previously been procured on an emergency basis to keep County facilities operational, including leak repairs and backflow repair and replacement. This agreement is being executed in order to process invoices for this work. A request for proposals (RFP) for plumbing maintenance work over \$4,000 per work order is currently in development. Future work will be procured under any new contract(s) resulting from the planned RFP.

### OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Manager and Auditor-Controller's Office have reviewed and approved the PSAs as to form and fiscal provisions, respectively.

### FINANCING:

There is sufficient funding in the PWWP facilities budget to cover the cost of these invoices.

### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended actions support the Board of Supervisors Strategic Initiatives for Infrastructure and Public Safety. Regular maintenance and quick repair response times are necessary to maintain safe, properly operating facilities and facilitate delivery of core County services.

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

Prepared by: John Snively, Management Analyst III, 831-759-6607

Reviewed by: Lindsay Lerable, Chief of Facilities, 831-755-5061

Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

Approved by: Randy Ishii, MS, PE, TE, PTOE

Director of Public Works, Facilities and Parks

Attachments:

Attachment A - Standard Agreement



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-430**

**August 23, 2022**

**Introduced:** 7/27/2022

**Current Status:** Agenda Ready

**Version:** 2

**Matter Type:** BoS Agreement

Approve and authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisors to execute a Standard Agreement between the County of Monterey and Val's Plumbing & Heating, to provide routine plumbing maintenance work for County-owned and managed facilities, for a total not to exceed amount of \$50,000, with a retroactive term from December 12, 2021 to December 11, 2022.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors approve and authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to execute a Standard Agreement between the County of Monterey and Val's Plumbing & Heating, to provide routine plumbing maintenance work for County-owned and managed facilities, for a total not to exceed \$50,000, with a retroactive term from December 12, 2021 to December 11, 2022.

**SUMMARY/DISCUSSION:**

Routine plumbing maintenance and repair is critical to maintaining County facilities. Public Works, Facilities and Parks (PWWP) staff utilize Countywide Service Agreements (CSA) for routine plumbing and maintenance work under \$4,000 per work order. Plumbing repair and maintenance work exceeding \$4,000 has previously been procured on an emergency basis to keep County facilities operational, including leak repairs and backflow repair and replacement. This agreement is being executed in order to process invoices for this work. A request for proposals (RFP) for plumbing maintenance work over \$4,000 per work order is currently in development. Future work will be procured under any new contract(s) resulting from the planned RFP.

**OTHER AGENCY INVOLVEMENT:**

The Office of the County Counsel-Risk Manager and Auditor-Controller's Office have reviewed and approved the PSAs as to form and fiscal provisions, respectively.

**FINANCING:**

There is sufficient funding in the PWWP facilities budget to cover the cost of these invoices.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

The recommended actions support the Board of Supervisors Strategic Initiatives for Infrastructure and Public Safety. Regular maintenance and quick repair response times are necessary to maintain safe, properly operating facilities and facilitate delivery of core County services.

Legistar File Number: A 22-430

---

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

Prepared by: John Snively, Management Analyst III, 831-759-6607

Reviewed by: Lindsay Lerable, Chief of Facilities, 831-755-5061

Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

Approved by: Randy Ishii, MS, PE, TE, PTOE

Director of Public Works, Facilities and Parks

DocuSigned by:

*Randell Ishii*

C09779208FE94F3...

Attachments:

Attachment A - Standard Agreement

# Attachment A

**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:

Vals Plumbing & Heating 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:** County-wide routine plumbing maintenance work for County-owned and managed 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: \$ 50,000.00

**3.0 TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from retroactive to December 12, 2021 to December 11, 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 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

Vals Plumbing & Heating Inc.  
Countywide Plumbing Maintenance Svcs.  
12/12/2021 through 12/11/2022

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

Vals Plumbing & Heating Inc.

Countywide Plumbing Maintenance Svcs.

Agreement ID: 12/12/2021 through 12/11/2022

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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

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

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

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

## 14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
John Snively, Management Analyst III	Claude Bastianelli, President
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	413 Front Street Salinas, CA 93901
Address	Address
831-759-6617	831-424-1633
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.

Vals Plumbing & Heating Inc.  
Countywide Plumbing Maintenance Svcs.  
Agreement ID: 12/12/2021 through 12/11/2022

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

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

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

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

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

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

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

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

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

By: DocuSigned by:  
*Mary Grace Perry, Deputy*  
\_\_\_\_\_  
County Counsel

Date: 6/6/2022 | 5:25 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:  
*Gary Giboney*  
\_\_\_\_\_  
Auditor/Controller

Date: 6/7/2022 | 8:41 AM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel-Risk Manager

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

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

CONTRACTOR

Vals Plumbing & Heating Inc.

By: DocuSigned by:  
*Claude Bastianelli*  
\_\_\_\_\_  
(Signature of Chair, President, or Vice-President)  
Claude Bastianelli President

Date: 6/6/2022 | 4:28 PM PDT  
Name and Title

By: DocuSigned by:  
*Dale Self*  
\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)  
Dale Self Secretary

Date: 6/6/2022 | 4:39 PM PDT  
Name and Title

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

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

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Vals Plumbing & Heating Inc.  
Countywide Plumbing Maintenance Svcs.

**EXHIBIT-A**

**To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
AND  
Vals Plumbing & Heating Inc, hereinafter referred to as "CONTRACTOR"**

**Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

A.1.1 County-wide routine plumbing maintenance work for County-owned and managed facilities.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$50,000.00 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:

B.1.1 CONTRACTOR shall provide parts and labor rates at time of quote. Quote may be for time and materials (T&M) or lump-sum. All T&M quotes shall have a not to exceed amount.

B.1.2 CONTRACTOR shall not exceed standard pricing and rates at the time of quote.

B.1.3 CONTRACTOR agrees that pursuant to Labor Code Section 1771, not less than general prevailing rate of per diem wages shall be paid to all workers employed on any public work projects in excess of one thousand dollars (\$1,000).

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>

B.1.4 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.1.5 There shall be no travel reimbursement allowed during this Agreement.

## **B.2 CONTRACTORS BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities, & Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



# Monterey County

**Item No.62**

## Board Report

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

**Legistar File Number: A 22-436**

**August 23, 2022**

**Introduced:** 8/1/2022

**Current Status:** RMA Public Works -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Award a contract to Granite Rock Company, the lowest responsible bidder for the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671 in the total amount of \$1,327,542;
- b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company;
- c. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$132,754 to provide funding for approved contract change orders for Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671;
- d. Authorize the Director of Public Works, Facilities and Parks to execute the contracts and, subject to the provisions of the Public Contract Code and Board Policies as applicable, approve change orders to the contract that do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work; and
- e. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with Plans and Special Provisions for the construction of the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Award a contract to Granite Rock Company, the lowest responsible bidder for the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671 in the total amount of \$1,327,542;
- b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company;
- c. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$132,754 to provide funding for approved contract change orders for Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671;
- d. Authorize the Director of Public Works, Facilities and Parks to execute the contracts and, subject to the provisions of the Public Contract Code and Board Policies as applicable, approve change orders to the contract that do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work; and
- e. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with Plans and Special Provisions for the construction of the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671.

SUMMARY/DISCUSSION:

The Public Works, Facilities and Parks Department (PWFP) proposes to implement the Toro Road Emergency Storm Damage Project (Project) to address undermining and slip out of an approximately 160-foot-long section of Toro Road. This segment of Toro Road was damaged during the winter storms of 2017. The 2017 Winter Storms were declared a Natural Disaster by President Trump, and Monterey County became eligible to receive financial assistance from the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) to repair the damaged infrastructure due to the winter storms. The Board of Supervisors approved a list of 2017 Winter Storm Projects that were obligated for reimbursement, and this Project is part of that list.

On June 7, 2022, the Board of Supervisors adopted the Plans and Special Provisions for the Toro Road Embankment Failure Project, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671. The project was subsequently advertised, and bids were received and opened on July 8, 2022. A total of three (3) bids were submitted for the project. The lowest responsible, responsive bidder was Granite Rock Company, Inc, with a bid of \$1,327,542.00. The second bidder was Gordon N. Ball, Inc, with a bid amount of \$1,533,734.25.

In accordance with the California Environmental Quality Act (CEQA), PWFP filed a Notice of Exemption on September 7, 2021. The project has been determined to be categorically exempt (Class 1) because the project is to perform repair and maintenance of existing streets and similar facilities which involve no expansion of an existing use (See CEQA Guidelines, California Code of Regulations [CCR] Section 15301 Existing Facilities). FEMA, as the designated lead for the National Environmental Policy Act (NEPA), determined that the Project is Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01.

Construction is anticipated to begin in October 2022 and is scheduled to take ninety (90) working days, with anticipated completion in April 2023.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Contracts/Purchasing attended the bid openings and reviewed the bids for conformance with applicable regulations. The Office of the County Counsel-Risk Management, and Auditor-Controller's Office have reviewed and approved the contracts and bonds as to form, insurance and indemnification, and fiscal provisions, respectively.

FINANCING:

The County was awarded a total of \$472,380.94 from FEMA and Cal OES toward the Toro Road Embankment Failure Project repairs based on the initial project cost.

Staff has completed the plans and specification and develop a detailed project cost for these repairs that includes environmental, engineering and construction. The total project cost is \$2,122,313. Since the project cost is much higher than the initial cost, staff anticipates FEMA and CAL OES reimbursements to cover the actual eligible cost. Thus, a total of \$1,369,028 of the project is funded

by FEMA/Cal OES grant funds and \$753,285 is to be funded with County Measure X funds. FEMA/Cal OES program guidelines do not allow funding repairs needed to address normal wear of the roadway. These programs focus on funding projects that return the effected infrastructure to its pre-storm conditions and not for any infrastructure betterments.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These projects, which will extend the useful life of the County's transportation infrastructure, support the following Board of Supervisors Strategic Initiatives.

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

Prepared by: Victor Gutierrez, Project Manager, (831) 755-4806

Reviewed by: Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

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

The following attachments are on file with the Clerk of the Board:

Attachment A - Contracts, Bonds & Insurance

Attachment B - Project Budget

Attachment C - Location Map



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-436**

**August 23, 2022**

**Introduced:** 8/1/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Award a contract to Granite Rock Company, the lowest responsible bidder for the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671 in the total amount of \$1,327,542;
- b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company;
- c. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$132,754 to provide funding for approved contract change orders for Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671;
- d. Authorize the Director of Public Works, Facilities and Parks to execute the contracts and, subject to the provisions of the Public Contract Code and Board Policies as applicable, approve change orders to the contract that do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work; and
- e. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with Plans and Special Provisions for the construction of the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671.

**RECOMMENDATION:**

It is recommended that the Board of Supervisors:

- a. Award a contract to Granite Rock Company, the lowest responsible bidder for the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671 in the total amount of \$1,327,542;
- b. Approve the Performance and Payment Bonds executed and provided by Granite Rock Company;
- c. Authorize a contingency, not to exceed ten percent (10%) of the contract amount or \$132,754 to provide funding for approved contract change orders for Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671;
- d. Authorize the Director of Public Works, Facilities and Parks to execute the contracts and, subject to the provisions of the Public Contract Code and Board Policies as applicable, approve change orders to the contract that do not exceed ten percent (10%) of the original contract amount and do not significantly change the scope of work; and
- e. Authorize the Director of Public Works, Facilities and Parks to execute a Certificate of Completion and record a Notice of Completion with the County Recorder when the Director determines that the contract is complete in all respects in accordance with Plans and Special Provisions for the construction of the Toro Road Embankment Failure, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671.

SUMMARY/DISCUSSION:

The Public Works, Facilities and Parks Department (PWFP) proposes to implement the Toro Road Emergency Storm Damage Project (Project) to address undermining and slip out of an approximately 160-foot-long section of Toro Road. This segment of Toro Road was damaged during the winter storms of 2017. The 2017 Winter Storms were declared a Natural Disaster by President Trump, and Monterey County became eligible to receive financial assistance from the California Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) to repair the damaged infrastructure due to the winter storms. The Board of Supervisors approved a list of 2017 Winter Storm Projects that were obligated for reimbursement, and this Project is part of that list.

On June 7, 2022, the Board of Supervisors adopted the Plans and Special Provisions for the Toro Road Embankment Failure Project, Project No. 621082, Federal Aid Project No: PA-09-CA-4301-PW-00671. The project was subsequently advertised, and bids were received and opened on July 8, 2022. A total of three (3) bids were submitted for the project. The lowest responsible, responsive bidder was Granite Rock Company, Inc, with a bid of \$1,327,542.00. The second bidder was Gordon N. Ball, Inc, with a bid amount of \$1,533,734.25.

In accordance with the California Environmental Quality Act (CEQA), PWFP filed a Notice of Exemption on September 7, 2021. The project has been determined to be categorically exempt (Class 1) because the project is to perform repair and maintenance of existing streets and similar facilities which involve no expansion of an existing use (See CEQA Guidelines, California Code of Regulations [CCR] Section 15301 Existing Facilities). FEMA, as the designated lead for the National Environmental Policy Act (NEPA), determined that the Project is Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01.

Construction is anticipated to begin in October 2022 and is scheduled to take ninety (90) working days, with anticipated completion in April 2023.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Contracts/Purchasing attended the bid openings and reviewed the bids for conformance with applicable regulations. The Office of the County Counsel-Risk Management, and Auditor-Controller's Office have reviewed and approved the contracts and bonds as to form, insurance and indemnification, and fiscal provisions, respectively.

FINANCING:

The County was awarded a total of \$472,380.94 from FEMA and Cal OES toward the Toro Road Embankment Failure Project repairs based on the initial project cost.

Staff has completed the plans and specification and develop a detailed project cost for these repairs that includes environmental, engineering and construction. The total project cost is \$2,122,313. Since the project cost is much higher than the initial cost, staff anticipates FEMA and CAL OES reimbursements to cover the actual eligible cost. Thus, a total of \$1,369,028 of the project is funded by FEMA/Cal OES grant funds and \$753,285 is to be funded with County Measure X funds.

Legistar File Number: A 22-436

---

FEMA/Cal OES program guidelines do not allow funding repairs needed to address normal wear of the roadway. These programs focus on funding projects that return the effected infrastructure to its pre-storm conditions and not for any infrastructure betterments.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

These projects, which will extend the useful life of the County's transportation infrastructure, support the following Board of Supervisors Strategic Initiatives.

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

Prepared by: Victor Gutierrez, Project Manager, (831) 755-4806

Reviewed by: Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

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

DS  
RI

The following attachments are on file with the Clerk of the Board:

Attachment A - Contracts, Bonds & Insurance

Attachment B - Project Budget

Attachment C - Location Map

CONTRACT FOR PUBLIC WORK

COUNTY OF MONTEREY

STATE OF CALIFORNIA

PROJECT NO. 621082

FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

THIS AGREEMENT, is made in triplicate by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called the "County," and GRANITE ROCK COMPANY, hereinafter called the "Contractor," WITNESSETH:

1 THE WORK

The Contractor shall do all the work and furnish all the materials, except such as are mentioned in any of the Contract documents to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, the following public work:

TORO ROAD EMBANKMENT FAILURE  
PROJECT NO. 621082  
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

In accordance with this agreement and with all of the following additional Contract documents which are incorporated into and made a part of this agreement:

(a) The Standard Specifications, dated 2018, and the Standard Plans, dated 2018, including issued revision through October 19, 2021, of the State of California, Department of Transportation.

(b) A set of plans and cross sections (when applicable) entitled:

TORO ROAD EMBANKMENT FAILURE  
PROJECT NO. 621082  
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

(c) The Special Provisions for the work

(d) The Notice to Bidders calling for bids

(e) The Payment and Performance bonds

(f) Federal Wage Rates

- (g) Certificate of Insurance
- (h) Form FHWA-1273
- (i) The accepted bid/proposal including the following:
  - (1) List of Subcontractors
  - (2) Equal Employment Opportunity Certification
  - (3) Public Contract Code
    - Section 10285.1 Statement
    - Section 10162 Questionnaire
    - Section 10232 Statement
  - (4) Noncollusion Declaration
  - (5) Debarment and Suspension Certification
  - (6) NonLobbying Certification For Federal-Aid Contracts
  - (7) Disclosure of Lobbying Activities
  - (8) Instructions For Completion of SF-LLL, Disclosure of Lobbying Activities
  - (9) Statement Concerning Employment Of Undocumented Aliens
  - (10) Contractor's Certificate As To Workers' Compensation
  - (11) List of Satisfied Public Agencies
  - (12) Exhibit 15-G Construction Contract DBE Commitment
  - (13) Instructions-Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)
  - (14) Exhibit 15-H DBE Information-Good Faith Efforts
  - (15) Bidder's Bond

All Contract documents are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the Contractor's bid or proposal, then this instrument shall control.

2. WORKERS' COMPENSATION

In accordance with the provisions of Section 3700 of the Labor Code, the Contractor and every Subcontractor will be required to secure the payment of compensation to his employees.

3. CONTRACT PRICE

The County shall pay the Contractor the following prices for the performance of this Contract:

TORO ROAD EMBANKMENT FAILURE PROJECT  
PROJECT NO. 621082  
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

BID:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
1	100100		DEVELOP WATER SUPPLY	LS	1	20,000.00	20,000.00
2	066999		CONSTRUCTION STAKING	LS	1	22,187.00	22,187.00
3	120090		CONSTRUCTION AREA SIGNS	LS	1	2,500.00	2,500.00
4	120100		TRAFFIC CONTROL SYSTEM	LS	1	72,000.00	72,000.00
5	120119		TRAFFIC CONE	EA	30	15.00	450.00
6	120151		TEMPORARY TRAFFIC STRIPE (TAPE)	LF	50	55.00	2,750.00
7	120152		TEMPORARY PAVEMENT MARKING (TAPE)	SQ FT	50	30.00	1,500.00
8	120165		CHANNELIZER (SURFACE MOUNTED)	EA	10	35.00	350.00
9	129000		TEMPORARY RAILING (TYPE K)	LF	120	125.00	15,000.00
10	129090		TEMPORARY ALTERNATIVE CRASH	EA	2	4,500.00	9,000.00
11	130100		JOB SITE MANAGEMENT	LS	1	5,000.00	5,000.00
12	130200		PREPARE WATER POLLUTION CONTROL	LS	1	750.00	750.00
13	130640		TEMPORARY FIBER ROLL	LF	340	10.00	3,400.00
14	130680		TEMPORARY SILT FENCE	LF	340	10.00	3,400.00
15	130900		TEMPORARY CONCRETE WASHOUT	LS	1	1,200.00	1,200.00
16	146002		CONSTRUCTOR-SUPPLIED BIOLOGIST (LS)	LS	1	5,000.00	5,000.00
17	170103		CLEARING AND GRUBBING (LS)	LS	1	5,000.00	5,000.00
18	190101		ROADWAY EXCAVATION	CY	280	150.00	42,000.00

## BID CONTINUED:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
19	210350		FIBER ROLLS	LF	310	12.70	3,937.00
20	210430		HYDROSEED	SQ FT	3400	1.12	3,808.00
21	260203		CLASS 2 AGGREGATE BASE (CY)	CY	80	150.00	12,000.00
22	390132		HOT MIX ASPHALT (TYPE A)	TON	110	325.00	35,750.00
23	394073		PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	130	25.00	3,250.00
24	394090		PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQ YD	60	100.00	6,000.00
25	398100		REMOVE ASPHALT CONCRETE DIKE	LF	180	6.00	1,080.00
26	820510		RESET ROADSIDE SIGN (ONE POST)	EA	1	300.00	300.00
27	832070		VEGETATION CONROL (MINOR CONCRETE)	SQ YD	60	240.00	14,400.00
28	839543		TRANSITION RAILING (TYPE WB-31)	EA	1	15,950.00	15,950.00
29	839584		ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	1	14,450.00	14,450.00
30	839752		REMOVE GUARDRAIL	LF	120	35.00	4,200.00
31	192049		STRUCTURE EXCAVATION (SOLDIER PILE WALL)	CY	154	75.00	11,550.00
32	193029		STRUCTURE BACKFILL (SOLDIER PILE WALL)	CY	67	150.00	10,050.00
33	193116		CONCRETE BACKFILL (SOLDIER PILE WALL)	CY	93	325.00	30,225.00
34	193119		LEAN CONCRETE BACKFILL	CY	45	215.00	9,675.00
35	460210		GROUND ANCHOR (SUBHORIZONTAL)	EA	7	10,400.00	72,800.00
36	490331		STEEL SOLDIER PILE (W 10 x 54)	LF	1201	80.00	96,080.00
37	490406		36" DRILLED HOLE	LF	366	330.00	120,780.00
38	510072		STRUCTURAL CONCRETE, BARRIER SLAB	CY	90	1,500.00	135,000.00
39	511035		ARCHITECTURAL TREATMENT	SQ FT	1437	5.00	7,185.00

## BID CONTINUED:

Item No.	Item Code	F, S, P	Description	Unit	Quantity	Unit cost	Amount
40	512530		PRECAST CONCRETE LAGGING	SQ FT	1437	120.00	172,440.00
41	590120		CLEAN AND PAINT STEEL SOLDIER PILING	LS	1	37,170.00	37,170.00
42	681132		GEOCOMPOSITE DRAIN	SQ FT	1333	8.00	10,664.00
43	681990		FILTER FABRIC	SQ YD	1333	6.00	7,998.00
44	750502		MISCELLANEOUS METAL (RETAINING WALL)	LB	8334	4.50	37,503.00
45	780440		PREPARE AND STAIN CONCRETE	SQ FT	1437	10.00	14,370.00
46	839741		CONCRETE BARRIER (TYPE 836)	LF	176	345.00	60,720.00
47	839644		CONCRETE BARRIER (TYPE 60MF)	LF	128	365.00	46,720.00
48	999990		MOBILIZATION	LS	1	120,000.00	120,000.00
<b>TOTAL COST</b>							<b>1,327,542.00</b>

F – Final Pay Item  
S – Specialty Item  
P – Partial Pay Item

#### 4 PUBLIC WORKS CONTRACT

The parties to this AGREEMENT understand and agree that this is a Public Works Contract pursuant to California Public Contract Code Section 7103.5 which states,

(a) As used in this section:

(1) "Public works contract" means a contract awarded through competitive bids by the state or any of its political subdivisions or public agencies, on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code, for the erection, construction, alteration, repair, or improvement of any structure, building, road, or other improvement of any kind.

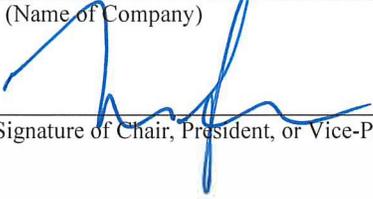
(2) "Awarding body" means the state or the subdivision or agency awarding a public works contract.

(b) In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates appearing below their respective signatures.

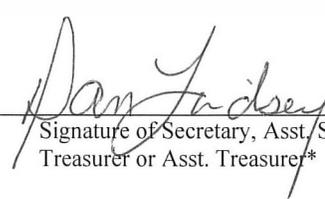
**CONTRACTOR:**

GRANITE ROCK COMPANY  
(Name of Company)

By:   
Signature of Chair, President, or Vice-President

Tom Squeri Pres, CEO  
Printed Name and Title

Date: 7/20/2022

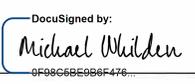
By:   
Signature of Secretary, Asst Secretary, CFO, Treasurer or Asst. Treasurer\*

Don Lindsey, VP, CEO  
Printed Name and Title

Date: 7/20/2022

**COUNTY OF MONTEREY:**

By: \_\_\_\_\_  
Name: Randell Ishii, MS, PE, TE, PTOE  
Director of Public Works, Facilities &  
Title: Parks  
Dated: \_\_\_\_\_

OFFICE OF COUNTY COUNSEL-RISK  
MANAGEMENT  
APPROVED AS TO FORM  
By:   
Name: Michael J. Whilden  
Title: Deputy County Counsel  
Date: 7/26/2022 | 2:30 PM PDT

AUDITOR-CONTROLLER  
APPROVED AS TO FISCAL TERMS  
PROVISIONS  
By:   
Name: Gary Giboney  
Title: Chief Deputy Auditor-Controller  
Date: 7/26/2022 | 3:09 PM PDT

OFFICE OF COUNTY COUNSEL-  
RISK MANAGEMENT  
APPROVED AS TO INDEMNITY/  
INSURANCE PROVISIONS  
By:   
Name: Danielle P. Mancuso  
Title: Risk Manager  
Date: 7/26/2022 | 3:00 PM PDT

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

COUNTY OF MONTEREY

Bond No. 30164549

Premium: \$3,983

PERFORMANCE BOND

WHEREAS, the County of Monterey has awarded to Principal, Granite Rock Company as Contractor, a Contract for the following project:

TORO ROAD EMBANKMENT FAILURE PROJECT  
PROJECT NO. 621082  
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we Granite Rock Company, as Principal, and Western Surety Company as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of One million three hundred twenty-seven thousand five hundred forty-two and no/100ths Dollars (\$ 1,327,542.00), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall defend, indemnify and save harmless the County, the members of its board of supervisors, and its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms or conditions, or
- (2) Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and County of Monterey, and make available as work progresses (even though there should be a default or a

succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of Contract price.

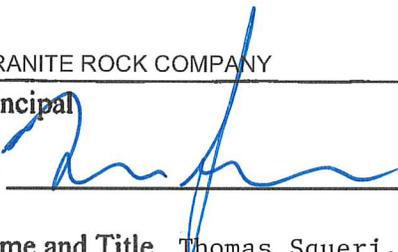
If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 19th day of July, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

GRANITE ROCK COMPANY

Principal

By 

Name and Title Thomas Squeri, President & CEO

(Corporate Seal)

WESTERN SURETY COMPANY

Surety

By 

Name and Title Joan DeLuca, Attorney-in-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

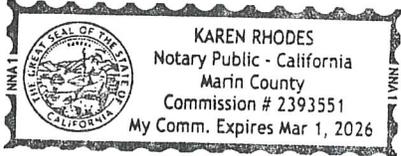
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )  
On July 19, 2022 before me, Karen Rhodes, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Joan DeLuca  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(ies), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature *Karen Rhodes*  
*Signature of Notary Public*



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Alicia Dass, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Peter Tam, Zachary V Overbay, Andrew S Holloway, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2022.



WESTERN SURETY COMPANY

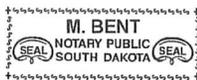
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 9th day of May, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of July, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

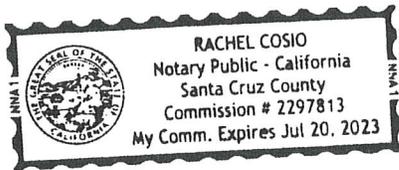
State of California )  
County of Santa Cruz )

On July 22, 2022 before me, Rachel Cosio, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Thomas Squeri  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Rachel Cosio*  
*Signature of Notary Public*

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Granite Rock Company

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

COUNTY OF MONTEREY

Bond No. 30164549

Premium: Included in Performance Bond

PAYMENT BOND

(Civil Code Section 9550)

Granite Rock Company

WHEREAS, the County of Monterey has awarded to Principal, as Contractor, a Contract for the following project:

TORO ROAD EMBANKMENT FAILURE PROJECT  
PROJECT NO. 621082  
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671

AND WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we Granite Rock Company, as Principal, and Western Surety Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of One million three hundred twenty-seven thousand five hundred forty-two and no/100ths Dollars (\$ 1,327,542.00) for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, or any of Principal's heirs, executors, administrators, successors, assigns, or Subcontractors, (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and Subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the work, or to the specifications.

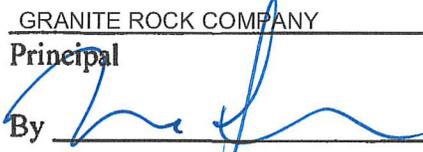
If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorney's fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100,

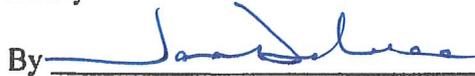
and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works & Facilities).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 19th day of July, 2022, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

GRANITE ROCK COMPANY  
Principal  
By   
Name and Title Thomas Squeri, President & CEO

(Corporate Seal)

WESTERN SURETY COMPANY  
Surety  
By   
Name and Title Joan DeLuca, Attorney-in-Fact

(Attach notary acknowledgement for all signatures and original or certified copy of unresolved appointment, attorney-in-fact certificate, power of attorney, by laws, or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )  
On July 19, 2022 before me, Karen Rhodes, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Joan DeLuca  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.  
Signature Karen Rhodes  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Alicia Dass, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Peter Tam, Zachary V Overbay, Andrew S Holloway, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2022.



WESTERN SURETY COMPANY

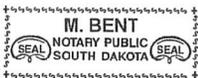
*Paul T. Brufat*

Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 9th day of May, 2022, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



*M. Bent*

M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of July, 2022.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

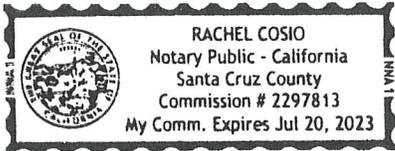
State of California )  
County of Santa Cruz )

On July 22, 2022 before me, Rachel Cosio, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Thomas Squeri  
*Name(\$) of Signer(\$)*

who proved to me on the basis of satisfactory evidence to be the person(\$)  
whose name(\$)  
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(\$), or the entity upon behalf of which the person(\$)  
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 *Rachel Cosio*  
*Signature of Notary Public*



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Granite Rock Company

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



### ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO LIABILITY COVERAGE PART

Any person or organization you are required by contract to include as an additional insured on this policy is an "insured" but only with respect to liability arising out of the ownership, maintenance or use of an "auto" in the operations incidental to the contract and to the extent set forth below:

- (1) The limit of insurance will not be greater than that required by such contract.
- (2) The coverage provided to the additional insured will not be greater than that customarily provided by the policy forms specified in and required by the contract.
- (3) All insuring agreements, exclusions and conditions of this policy will apply.
- (4) In no event shall the coverage or limit of insurance in this coverage form be increased by such contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective: **same as policy eff. date unless otherwise indicated above.**

Policy Effective: 6/1/2022

Policy No.: AL22000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section III - BUSINESS AUTO CONDITIONS) is amended by the addition of the following:

All rights of recovery against others are waived hereunder to the extent required by contract executed prior to "accident" or "loss" and with respect to such insurance provided by this policy.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: same as policy eff. date unless otherwise indicated above

Policy Effective: 6/1/2022

Policy No.: AL22000019

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co RRG

## ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Who is an Insured (Section II) is amended to include as an insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless required by written contract, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
  2. Unless specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" arising out of the sole negligence, act or omission of the additional insured.
  3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
  4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
    - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and
    - b) Supervisory, inspection, architectural or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
  5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
  6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
  7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, required by the contract. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2022

Policy No.: GL22A00056

Endorsement No.:

Insured: Granite Rock Company

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

**ATTACHMENT B – PROJECT BUDGET**

**COUNTY OF MONTEREY  
PUBLIC WORKS, FACILITIES AND PARKS  
TORO ROAD EMBANKMENT FAILURE PROJECT  
PROJECT NO. 621082  
FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671**

**PROJECT BUDGET**

Design Engineering/Environmental	\$ 180,017
Right of Way/Utilities	\$ 0
Construction Management	\$ 482,000
Construction Contract	
Granite Rock Company	\$ 1,327,542
10% Contingencies	\$ 132,754
<b>TOTAL ESTIMATED PROJECT COST:</b>	<b>\$ 2,122,313</b>

**REVENUE**

**Federal Funds**

    Estimated FEMA (75% Construction Cost) \$ 1,095,222

**State Funds**

    Estimated CalOES (18.75 % Construction Cost) \$ 273,806

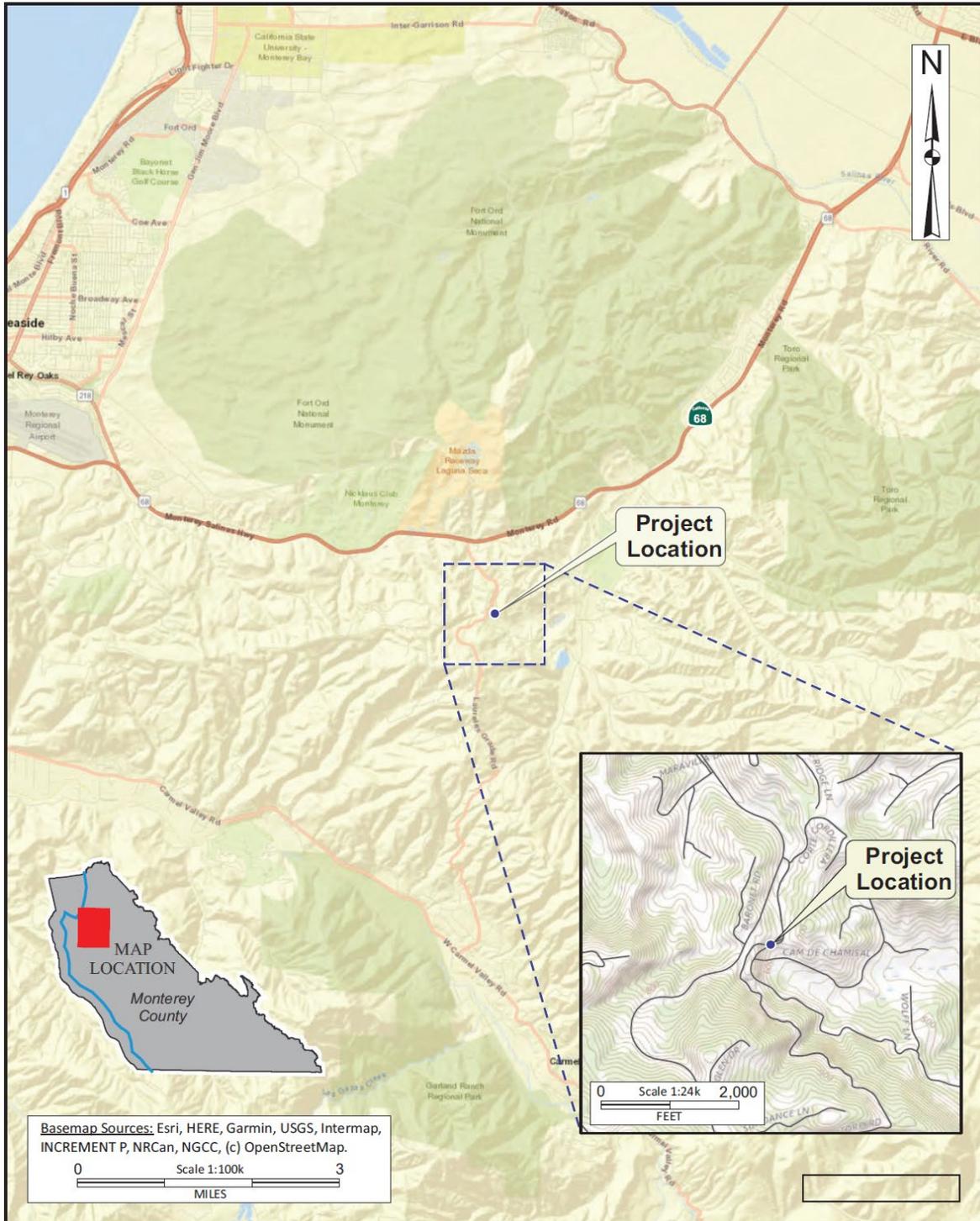
**Local Funds**

    Measure X \$ 753,285

**TOTAL** **\$ 2,122,313**

# ATTACHMENT C – LOCATION MAP

## COUNTY OF MONTEREY PUBLIC WORKS, FACILITIES & PARKS TORO ROAD EMBANKMENT FAILURE PROJECT PROJECT NO. 621082 FEDERAL AID PROJECT NO: PA-09-CA-4301-PW-00671





# Monterey County

**Item No.63**

## Board Report

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

**Legistar File Number: A 22-437**

**August 23, 2022**

**Introduced:** 8/1/2022

**Current Status:** RMA Public Works -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve Amendment No. 5 to Professional Services Agreement No. A-12657 with TRC Engineers, Inc. to provide bidding and construction support services associated with the completion of the Bradley Road Bridge Scour Repair, County Bridge No. 448, Request for Qualifications (RFQ) #10490, to: increase the not to exceed amount by \$222,008 for a total amount not to exceed \$974,381; and extend the expiration date for one (1) additional year through December 31, 2024, for a revised term from March 10, 2015 to December 31, 2024;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-12657; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Professional Services Agreement No. A-12657 to extend the term beyond the original term authorized in RFQ #10490 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. 5 to Professional Services Agreement No. A-12657 with TRC Engineers, Inc. to provide bidding and construction support services associated with the completion of the Bradley Road Bridge Scour Repair, County Bridge No. 448, Request for Qualifications (RFQ) #10490, to: increase the not to exceed amount by \$222,008 for a total amount not to exceed \$974,381; and extend the expiration date for one (1) additional year through December 31, 2024, for a revised term from March 10, 2015 to December 31, 2024;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-12657; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Professional Services Agreement No. A-12657 to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

### SUMMARY:

To expedite project delivery, the Department of Public Works, Facilities and Parks (PWWP) (formerly the Resource Management Agency) grouped similar projects together and hired one (1) consultant team to move these projects through the design, environmental, permitting, and right-of-way phases simultaneously. Grouping similar projects increases efficiency, provides economies of scale, and allows County staff to manage multiple projects through to completion.

To this end, Request for Qualifications (RFQ) #10490 was issued for five (5) projects: Gonzales River Road Bridge Replacement, County Bridge No. 309, Bradley Road Bridge Scour Repair, County Bridge No. 448, Robinson Road Bridge Scour Repair, County Bridge No. 503, Hartnell Road Bridge Replacement, County Bridge No. 209, and Johnson Road Bridge Replacement, County Bridge No. 106. As a result of this competitive process, a design team headed by TRC Engineers, Inc. (TRC) (design) and including LSA Associates, Inc. (environmental and permits), WRECO (hydrology), Whitson and Associates, Inc. (survey and right-of-way), Quincy Engineering, Inc. (structural design), and Parikh Consultants, Inc. (geotechnical) were selected and individual Professional Services Agreements (PSAs) with TRC were executed for each of the five (5) projects.

PWFP requests the Board of Supervisors approve Amendment No. 5 to PSA (Attachment A) with TRC to provide bidding and construction support phase services including final closeout of the Bradley Road Bridge Scour Repair, County Bridge No. 448 (Project) for completion of the Project.

Attachments B through H, provided for reference, include the PSA, Amendments No. 1-4 to the PSA, the Project Budget, and Project Location Map. Attachment I provide a summary of the PSA to date and Attachment J provides a summary of the PSA current annual expenditures and balance.

DISCUSSION:

Approval of the proposed Amendment No. 5 will allow TRC to continue to provide services associated with the completion of the Project. This Amendment No. 5 provides bidding and construction support during the construction phase of the Project. TRC will review shop plan submittals and respond to Requests for Information (RFIs) from the construction contractor and Resident Engineer. Also included will be final closeout activities for the Project, such as preparing As-Built plans and closing out regulatory permits.

Amendment No. 5 will increase the PSA's not to exceed amount of \$752,373 by \$222,008 for a total amount not to exceed \$974,381; and extend the expiration date for one (1) additional year from December 31, 2023 through December 31, 2024, for a revised term from March 10, 2015 to December 31, 2024 (beyond the maximum five [5] year PSA term allowed per RFQ #10490 for a total term of years nine [9] years and approximately ten [10] months).

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved Amendment No. 5 as to form, and fiscal provisions, respectively.

FINANCING:

There is no impact to the General Fund. The Project is in the FY 2022-23 Annual Work Program for Road Fund for \$4,870,652 to complete the design phase and initiate the construction phase. The Project is also listed in the proposed FY 2023 Capital Improvement Plan. The total estimated cost of the Project, including engineering, environmental, right-of-way and construction, is \$11,165,513. The County has secured Federal Highway Administration (FHWA) funding for the identified priority bridge Project as outlined in Attachment G, Project Budget. The Project is partially funded (88.53%) by the FHWA Highway Bridge Replacement and Rehabilitation (HBRR) Program. Additional funds

(11.47%) are provided by the HBRR Toll Credit and Measure X.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The bridge improvements will result in the implementation of scour countermeasures to protect the substructure of this bridge over the Salinas River. The recommended action supports the Board of Supervisors' Strategic Initiatives as indicated below:

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

Prepared by: Jose Gomez, Project Manager II (831) 755-4816

Dalia Mariscal-Martinez, Management Analyst III

Reviewed by: Enrique M. 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 - Amendment No. 5 to PSA

Attachment B - Amendment No. 4 to PSA

Attachment C - Amendment No. 3 to PSA

Attachment D - Amendment No. 2 to PSA

Attachment E - Amendment No. 1 to PSA

Attachment F - PSA

Attachment G - Project Budget

Attachment H - Location Map

Attachment I - Summary of PSA

Attachment J - Summary of PSA Annual Expenditures and Balance



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: A 22-437**

**August 23, 2022**

**Introduced:** 8/1/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

- a. Approve Amendment No. 5 to Professional Services Agreement No. A-12657 with TRC Engineers, Inc. to provide bidding and construction support services associated with the completion of the Bradley Road Bridge Scour Repair, County Bridge No. 448, Request for Qualifications (RFQ) #10490, to: increase the not to exceed amount by \$222,008 for a total amount not to exceed \$974,381; and extend the expiration date for one (1) additional year through December 31, 2024, for a revised term from March 10, 2015 to December 31, 2024;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-12657; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Professional Services Agreement No. A-12657 to extend the term beyond the original term authorized in RFQ #10490 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. 5 to Professional Services Agreement No. A-12657 with TRC Engineers, Inc. to provide bidding and construction support services associated with the completion of the Bradley Road Bridge Scour Repair, County Bridge No. 448, Request for Qualifications (RFQ) #10490, to: increase the not to exceed amount by \$222,008 for a total amount not to exceed \$974,381; and extend the expiration date for one (1) additional year through December 31, 2024, for a revised term from March 10, 2015 to December 31, 2024;
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 5 to Professional Services Agreement No. A-12657; and
- c. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute future amendments to Professional Services Agreement No. A-12657 to extend the term beyond the original term authorized in RFQ #10490 where the amendments do not significantly alter the scope of work or increase the approved Agreement amount.

**SUMMARY:**

To expedite project delivery, the Department of Public Works, Facilities and Parks (PWWP) (formerly the Resource Management Agency) grouped similar projects together and hired one (1) consultant team to move these projects through the design, environmental, permitting, and right-of-way phases simultaneously. Grouping similar projects increases efficiency, provides economies of scale, and allows County staff to manage multiple projects through to completion.

To this end, Request for Qualifications (RFQ) #10490 was issued for five (5) projects: Gonzales River Road Bridge Replacement, County Bridge No. 309, Bradley Road Bridge Scour Repair, County Bridge No. 448, Robinson Road Bridge Scour Repair, County Bridge No. 503, Hartnell Road Bridge Replacement, County Bridge No. 209, and Johnson Road Bridge Replacement, County Bridge No. 106. As a result of this competitive process, a design team headed by TRC Engineers, Inc. (TRC) (design) and including LSA Associates, Inc. (environmental and permits), WRECO (hydrology), Whitson and Associates, Inc. (survey and right-of-way), Quincy Engineering, Inc. (structural design), and Parikh Consultants, Inc. (geotechnical) were selected and individual Professional Services Agreements (PSAs) with TRC were executed for each of the five (5) projects.

PWFP requests the Board of Supervisors approve Amendment No. 5 to PSA (Attachment A) with TRC to provide bidding and construction support phase services including final closeout of the Bradley Road Bridge Scour Repair, County Bridge No. 448 (Project) for completion of the Project.

Attachments B through H, provided for reference, include the PSA, Amendments No. 1-4 to the PSA, the Project Budget, and Project Location Map. Attachment I provide a summary of the PSA to date and Attachment J provides a summary of the PSA current annual expenditures and balance.

#### DISCUSSION:

Approval of the proposed Amendment No. 5 will allow TRC to continue to provide services associated with the completion of the Project. This Amendment No. 5 provides bidding and construction support during the construction phase of the Project. TRC will review shop plan submittals and respond to Requests for Information (RFIs) from the construction contractor and Resident Engineer. Also included will be final closeout activities for the Project, such as preparing As-Built plans and closing out regulatory permits.

Amendment No. 5 will increase the PSA's not to exceed amount of \$752,373 by \$222,008 for a total amount not to exceed \$974,381; and extend the expiration date for one (1) additional year from December 31, 2023 through December 31, 2024, for a revised term from March 10, 2015 to December 31, 2024 (beyond the maximum five [5] year PSA term allowed per RFQ #10490 for a total term of years nine [9] years and approximately ten [10] months).

#### OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office have reviewed and approved Amendment No. 5 as to form, and fiscal provisions, respectively.

#### FINANCING:

There is no impact to the General Fund. The Project is in the FY 2022-23 Annual Work Program for Road Fund for \$4,870,652 to complete the design phase and initiate the construction phase. The Project is also listed in the proposed FY 2023 Capital Improvement Plan. The total estimated cost of the Project, including engineering, environmental, right-of-way and construction, is \$11,165,513. The County has secured Federal Highway Administration (FHWA) funding for the identified priority bridge Project as outlined in Attachment G, Project Budget. The Project is partially funded (88.53%) by the FHWA Highway Bridge Replacement and Rehabilitation (HBRR) Program. Additional funds (11.47%) are provided by the HBRR Toll Credit and Measure X.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The bridge improvements will result in the implementation of scour countermeasures to protect the substructure of this bridge over the Salinas River. The recommended action supports the Board of Supervisors' Strategic Initiatives as indicated below:

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

Prepared by: Jose Gomez, Project Manager II (831) 755-4816

Dalia Mariscal-Martinez, Management Analyst III

Reviewed by: Enrique M. Saavedra, PE, Chief of Public Works

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

DS  
RI

The following attachments are on file with the Clerk of the Board:

- Attachment A - Amendment No. 5 to PSA
- Attachment B - Amendment No. 4 to PSA
- Attachment C - Amendment No. 3 to PSA
- Attachment D - Amendment No. 2 to PSA
- Attachment E - Amendment No. 1 to PSA
- Attachment F - PSA
- Attachment G - Project Budget
- Attachment H - Location Map
- Attachment I - Summary of PSA
- Attachment J - Summary of PSA Annual Expenditures and Balance

**AMENDMENT NO. 5  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
TRC ENGINEERS, INC.**

**THIS AMENDMENT NO. 5** to Professional Services Agreement No. A-12657 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, 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**, CONTRACTOR entered into Professional Services Agreement No. A-12657 with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "services") for the Bradley Road Bridge Scour Repair, County Bridge No. 448 (hereinafter, "Project") through March 10, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$495,247; and

**WHEREAS**, Agreement was amended by the Parties on August 18, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1, Revised Rate Schedule) to update the Rate Schedule, effective March 10, 2015, with no extension to the term and with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on March 8, 2018 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 10, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on March 25, 2019 (hereinafter, "Amendment No. 3", including Exhibit A-2, Scope of Services/Payment Provisions) to update the indemnification provisions, to update the Rate Schedule, effective March 11, 2019, to extend the term for approximately thirty-four (34) additional months through December 31, 2021, and to increase the amount by \$257,126 which resulted in a total not to exceed amount of \$752,373; and

**WHEREAS**, Agreement was amended by the Parties on December 17, 2021 (hereinafter, "Amendment No. 4", including Exhibit A-3 – Contractor's and Subcontractors' Revised Rate Schedule) to update the provisions, to extend the term for two (2) additional years through December 31, 2023, to update the CONTRACTOR's Rate Schedule and subcontractors' loaded billing rates, effective January 1, 2023 with no increase in the not to exceed amount; and

**WHEREAS**, the final contract documents have been completed for the Project; and

**WHEREAS**, County has a need for bidding and construction support phase services including final closeout of the Project; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to provide construction support for completion of the Project; and

**WHEREAS**, the Parties agree that the CONTRACTOR’s Rate Schedule and subcontractors’ loaded billing rates in Exhibit A-2 – Scope of Services/Payment Provisions of the Agreement remain valid through December 31, 2022; and

**WHEREAS**, CONTRACTOR’s Rate Schedule and subcontractors’ loaded billing rates with an effective date of January 1, 2023 in Exhibit A-3 – Scope of Services/Payment Provisions of the Agreement will remain valid through December 31, 2024; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to December 31, 2024 and to increase the amount by \$222,008 for a total amount not to exceed \$974,381 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 5.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1., “Services to be Provided”, to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-2, and A-4** in conformity with the terms of this Agreement.

2. Amend Paragraph 2., “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-2, A-3, and A-4**, 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 \$974,381.

3. Amend the first sentence of Paragraph 3., “Term of Agreement”, to read as follows:

The term of this Agreement is from March 10, 2015 to December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4., “Additional Provisions/Exhibits”, to add “Exhibit A-4, Scope of Services/Payment Provisions”.

5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

6. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

7. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By:

\_\_\_\_\_  
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: 7/25/2022 | 2:41 PM PDT

**Approved as to Fiscal Provisions**

By: DocuSigned by:  
Gary Giboney  
D3834BFECTD8449  
Auditor/Controller

Date: 7/25/2022 | 2:46 PM PDT

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel  
Leslie J. Girard, County Counsel**

By: \_\_\_\_\_  
Danielle P. Mancuso  
Risk Manager

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.

TRC Engineers, Inc.

Contractor's Business Name

By:

DocuSigned by:  
Mark Imbriani  
E697A2E4879C44E  
(Signature of Chair, President or Vice President)

Its:

Mark A. Imbriani, Vice President  
(Print Name and Title)

Date:

7/25/2022 | 8:59 AM PDT

By:

DocuSigned by:  
Grant Ratkovic  
0F021EABEED8E  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its:

Grant Ratkovic, Assistant Secretary  
(Print Name and Title)

Date:

7/25/2022 | 9:51 AM PDT

## **EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Professional Services Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
TRC Engineers, Inc., hereinafter referred to as “CONTRACTOR”**

*Amendment No. 1 - Revised Rate Schedule, effective March 10, 2015.*

*Amendment No. 2 - Extended term of Agreement by one (1) additional year through March 10, 2019.*

*Amendment No. 3 Addressed additional environmental requirements; developed additional exhibits and increased coordination as well as implemented changes required by the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS); extended term of Agreement by approximately thirty-four (34) additional months through December 31, 2021; implemented and environmentally cleared western construction access to the Project site; and revised Rate Schedule, effective March 11, 2019.*

*Amendment No. 4 – Extended term of Agreement by two (2) additional years through December 31, 2023 and revised Rate Schedules, effective January 1, 2023.*

*The previous scope of work has been completed, including delivering final contract documents. This Amendment No. 5 includes bidding and construction support phase services as desired by the County. Also included will be final closeout activities for the Bradley Road Bridge Scour Repair, County Bridge No. 448 (Project).*

The Project will result in the implementation of scour countermeasures to protect the substructure of the Bradley Road Bridge over the Salinas River.

### **SCOPE OF SERVICES**

The CONTRACTOR’s Scope of Services for the Project consists of the following Phase:

Phase III: Construction

*Based on the bids received and limited in-river permitted work window, the Project will require two (2) years of construction, significant biological monitoring and preconstruction surveys, as well as extended geotechnical observation during pile drilling and installation. Additional efforts will be required to secure Advance Construction (AC) funding from Caltrans as well as to convert AC back to Highway Bridge Program (HBP) construction funding. This requires additional construction support efforts. This Amendment No. 5 provides budget for the CONTRACTOR to provide these necessary services.*

### **PHASE 0: PROJECT MANAGEMENT**

No additional services proposed under Amendment No. 5 to this Agreement.

### **PHASE I: PRELIMINARY ENGINEERING AND REPORTS**

No additional services proposed under Amendment No. 5 to this Agreement.

## EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### PHASE II: FINAL DESIGN

No additional services proposed under Amendment No. 5 to this Agreement.

#### 2.4 BIDDING PERIOD SERVICES

Work will be performed under Phase III, Construction, of the Project.

### PHASE III: CONSTRUCTION

#### 3.1 CONSTRUCTION SUPPORT

Upon approval by the County, the CONTRACTOR will be available to interpret plans, revise designs, check and accept shop drawings and falsework plans, and make site visits during construction. Tasks are listed below. The total amount increase listed for each task includes the sum of fees for CONTRACTOR and its subcontractors. A summary table of these fees by firm is included in the cost summary following this Scope of Services.

##### 3.1.1 BID PHASE SERVICES

CONTRACTOR shall respond to bidders' questions, review the bid summary, advise on aberrations or justification for high bids.

**Total Amount Increase: \$8,510.00**

##### 3.1.2 RESPOND TO CONTRACTOR REQUESTS FOR INFORMATION (RFI)

CONTRACTOR shall respond to RFIs from the Construction Contractor during construction. It is expected that the CONTRACTOR will receive the RFI directly from the Resident Engineer on behalf of the County. RFIs will be provided in a standard format in Microsoft Word. CONTRACTOR will respond to the RFI and return response to the Resident Engineer in a PDF format. The County will be copied on RFI responses.

**Total Amount Increase: \$20,020.00**

##### 3.1.3 SUBMITTAL REVIEWS

*CONTRACTOR will review and provide comments on shop plans through the Resident Engineer. This task includes a \$7,500 allowance for WRECO to review diversion plans or perform other hydraulic related tasks as may be required.*

**Total Amount Increase: \$23,050.00**

##### 3.1.4 CHANGE ORDER ASSISTANCE

CONTRACTOR shall assist in evaluating or modifying existing plans and specifications for incorporation into change orders prepared by the County. This task includes a \$5,000 allowance for Whitson and Associates, Inc. to prepare any revised right of way engineering.

**Total Amount Increase: \$18,670.00**

##### 3.1.5 SITE VISITS

One (1) member of the CONTRACTOR's staff shall prepare for and attend the preconstruction meeting with the County, the CONTRACTOR, and the County's construction management firm. CONTRACTOR shall attend a maximum of four (4) additional site visits to observe critical

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

construction activities or as may be requested by the County. Additional site visits shall be reimbursed as Additional Services.

**Total Amount Increase: \$8,240.00**

**3.1.6 PROJECT MANAGEMENT AND CALTRANS COORDINATION**

CONTRACTOR shall manage the work related to this Amendment No. 5 including quality control of deliverables, documentation, maintaining files, and preparing monthly progress reports.

CONTRACTOR shall provide additional coordination with Caltrans Local Assistance. Work shall include preparation of an Exhibit 3A/6D package and coordination efforts to attempt to secure the additional HBP funding to cover the costs of higher than estimated construction costs including construction engineering work required hereunder.

**Total Amount Increase: \$18,400.00**

**3.1.7 GEOTECHNICAL OBSERVATION**

CONTRACTOR shall provide geotechnical services by observing foundation construction and answering questions related to geotechnical considerations, to the extent of budget for this task including that for subconsultant Parikh Consultants, Inc.

**Total Amount Increase: \$91,245.00**

**3.1.8 ENVIRONMENTAL COORDINATION**

CONTRACTOR will provide consultation regarding resource agency requirements or requests for information. It is understood that the Construction Contractor and its Contractor-supplied Biologist are responsible for obtaining any permits required for construction in addition to those the County has obtained.

**Total Amount Increase: \$22,390.00**

**3.1.9 EXPENSES**

CONTRACTOR will be reimbursed for travel and other direct costs.

**Total Amount Increase: \$6,688.00**

**3.2 AS-BUILT PLANS**

**3.2.1 AS-BUILT PLANS**

*CONTRACTOR will prepare As-built Plans at the conclusion of the construction activities to reflect the as-built construction details.*

**Total Amount Increase: \$4,795.00**

***PREVIOUSLY AUTHORIZED BUDGET FOR PHASE 0, I, II AND III: \$566,632.00***

***TOTAL AMOUNT INCREASE FOR PHASE 0, I, II, AND III: \$222,008.00***

***GRAND TOTAL FOR PHASE 0, I, II AND III: \$788,640.00***

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**PHASE IV: SUPPLEMENTAL SERVICES**

No additional services proposed under Amendment No. 5 to this Agreement.

***PREVIOUSLY AUTHORIZED BUDGET FOR PHASE IV: \$185,741.00***

***TOTAL AMOUNT INCREASE FOR PHASE IV: \$0.00***

***GRAND TOTAL FOR PHASE IV: \$185,741.00***

***GRAND TOTAL OF AGREEMENT: \$974,381.00***

**WORK NOT INCLUDED**

This Scope of Services does not include tasks identified as not included in the Scope of Services:

- Construction contract administration.

**MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY THE COUNTY**

- RFIs, Submittals, signed contract change orders (CCOs), red-lined as-built plan markups.

**WORK PERFORMED BY THE COUNTY**

The County will perform tasks as identified in the above Scope of Services and the following:

- Construction contract administration.

PHASE III, CONSTRUCTION PHASE SERVICES, ARE INCLUDED AND DESCRIBED IN EXHIBIT A-4 OF THIS AGREEMENT TO ALLOW FOR COMPLETION OF THE IDENTIFIED SERVICE WITHIN A SPECIFIC TIMEFRAME. A BUDGET HAS BEEN ALLOCATED IN THE HOURS AND DESIGN FEE ESTIMATE WORKSHEET TO ALLOW FOR COMPLETION OF ANY IDENTIFIED SERVICE WITHIN THE SPECIFIC TIMEFRAMES. HOWEVER, ALL WORK IS TO BE REIMBURSED ON A TIME AND MATERIALS BASIS, SHOULD ADDITIONAL WORK FOR ANY TASK IDENTIFIED IN EXHIBIT A-4 BE REQUIRED, CONTRACTOR WILL PRESENT THE COST ASSOCIATED WITH THE ADDITIONAL WORK TO THE COUNTY PROJECT MANAGER AND WITH THE COUNTY PROJECT MANAGER'S WRITTEN APPROVAL, BE AUTHORIZED TO PROCEED. THE TOTAL COST FOR ALL ADDITIONAL SERVICES SHALL NOT EXCEED THE AUTHORIZED BUDGET AMOUNT APPROVED UNDER THIS AGREEMENT WITHOUT AN EXECUTED AMENDMENT TO THIS AGREEMENT.

**ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A-4 OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST SHALL NOT BE PROVIDED BY THE CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY THE COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.**

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS****PAYMENT PROVISIONS****PHASE III - BASIC SERVICES:**

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Rate Schedule, effective March 11, 2019 as approved in Exhibit A-2 of Amendment No. 3 to the Agreement through December 31, 2022, and the CONTRACTOR's and Subcontractors' Revised Rate Schedule, effective January 1, 2023 as approved in Exhibit A-3 of Amendment No. 4 to the Agreement. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR shall be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by County. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of this policy is available online at: <https://www.co.monterey.ca.us/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR shall invoice monthly for payment of services provided and costs incurred, including actual hours worked by task, staff member and associated cost which was incurred during the previous month.

**TOTAL COMPENSATION**

The specific rates of compensation specified in CONTRACTOR's Rate Schedule and subcontractor's loaded billing rates in Exhibit A-2 of the Agreement remain valid through December 31, 2022 and the CONTRACTOR's and subcontractor's Revised Rate Schedule in Exhibit A-3 of the Agreement are effective on January 1, 2023, respectively, and are valid through the amended term of this Agreement. A further rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of RFQ #10490 - On-Call Bridge Design Services for Monterey County Bridge Projects. If approved by County the revised hourly rates must be amended into this Agreement.

For billing purposes, all work shall be considered Basic Services and reimbursed on a time and materials basis.

The total amount payable by County for work under this Agreement for Basic Services (Phase 0, I, II and III) in the amount of \$566,632.00 shall be increased by \$222,008.00 for a total not to exceed amount of \$788,640.00. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Supplemental Services (Phase IV) in the amount of \$185,741.00 shall be increased by \$0.00 for a total not to exceed amount of \$185,741.00. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

The total amount payable by County for work under this Agreement for Basic and Supplemental Services is increased by \$222,008.00 for a total Agreement amount not to exceed \$974,381.00. Any further increase to the amount must be authorized by County through an amendment to this Agreement.

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, “Payment Conditions”, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA #3200\*1582), Project name and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us):

County of Monterey  
Department of Public Works, Facilities and Parks (PWFP) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the PWFP - Finance Division at (831) 755-4800 or via email to: [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us)

**EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS****TRC ENGINEERS, INC.  
COST FOR BASIC AND SUPPLEMENTAL SERVICES****PROJECT**County of Monterey  
Bradley Road Bridge Scour Repair

FIRM	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	\$ 40,755	\$ 1,992	\$ -	\$ -	\$ 40,755	\$ 1,992	\$ 42,747
QUINCY	\$ 51,920	\$ 1,280	\$ -	\$ -	\$ 51,920	\$ 1,280	\$ 53,200
LSA	\$ 20,000	\$ 2,000	\$ -	\$ -	\$ 20,000	\$ 2,000	\$ 22,000
PARIKH	\$ 90,145	\$ 1,416	\$ -	\$ -	\$ 90,145	\$ 1,416	\$ 91,561
WRECO	\$ 7,500	\$ -	\$ -	\$ -	\$ 7,500	\$ -	\$ 7,500
WHITSON	\$ 5,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000
<b>TOTALS</b>	<b>\$ 215,320</b>	<b>\$ 6,688</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 215,320</b>	<b>\$ 6,688</b>	<b>\$ 222,008</b>
	<b>\$222,008</b>		<b>\$0</b>		<b>\$222,008</b>		

\* ODC - Other Direct Costs

Notes:

6/05/2022: All work is bid and construction support, Phase III.

FEE BREAKDOWN BY FIRM BY TASK							
FIRM	QUINCY	TRC	LSA	PARIKH	WRECO	WHITSON	TOTAL
<b>TASK</b>							
3.1.1	\$4,020	\$4,490					\$8,510
3.1.2	\$11,780	\$8,240					\$20,020
3.1.3	\$10,650	\$4,900			\$7,500		\$23,050
3.1.4	\$6,770	\$6,900				\$5,000	\$18,670
3.1.5	\$6,380	\$1,860					\$8,240
3.1.6	\$8,110	\$10,290					\$18,400
3.1.7	\$0	\$1,100		\$90,145			\$91,245
3.1.8		\$2,390	\$20,000				\$22,390
3.2	\$4,210	\$585					\$4,795
<b>EXPENSES</b>	\$1,280	\$1,992	\$2,000	\$1,416			\$6,688
<b>TOTAL</b>	<b>\$53,200</b>	<b>\$42,747</b>	<b>\$22,000</b>	<b>\$91,561</b>	<b>\$7,500</b>	<b>\$5,000</b>	<b>\$222,008</b>

**A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

COUNTY OF MONTEREY  
 BRADLEY ROAD BRIDGE SCOUR REPAIR  
 AMENDMENT NO. 5 TO AGREEMENT - CONSTRUCTION PHASE SERVICE

TRC ENGINEERS, INC.  
 DESIGN FEE ESTIMATE WORKSHEET

Date: 07/19/22  
 Overhead %: 0%  
 Profit %: 0%

Project: 226648 19-Jul-22  
 Increase: 0.0% 04:34:07 PM  
 Sub administration: 0%

Expenses	
Description	Amount
Travel	
Airfare (round trips)	\$0.00
Mileage	\$650.00
Lodging	\$300.00
Per Diem	\$68.00
Car Rental	\$200.00
Misc.	\$200.00
<b>Travel Subtotal</b>	<b>\$1,418.00</b>
Other Direct Costs (ODC)	\$573.70
Subconsultants Admin. Costs	\$0.00
<b>ODC Subtotal</b>	<b>\$573.70</b>
<b>Total</b>	<b>\$1,992</b>

Subconsultants	
Name	Amount
LSA Associates, Inc.	\$22,000.00
Parikh Consultants, Inc.	\$91,561.00
Quincy Engineering, Inc.	\$53,200.00
Whitson & Associates, Inc.	\$5,000.00
WRECO	\$7,500.00
<b>Total</b>	<b>\$179,261</b>

Total Fee Estimate	
Labor	\$40,755.00
Subconsultants	\$179,261.00
Expenses	\$1,992
<b>Total</b>	<b>\$222,008</b>



**TRC ENGINEERS, INC.** **EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS**  
**FEE ESTIMATE WORKSHEET**

**Travel**

From	Rancho Cordova								
To	Bradley Road Bridge Scour Repair								
# of people	1								
# of days	1	# of nights		2					
# of trips	2								
	<b>Rate</b>		<b>#</b>			<b>#</b>		<b>8</b>	
Airfare (round trips)		x		trips	x		people	=	\$0.00
Mileage	\$0.625	x	520	miles	x	2	trips	=	\$650.00
Lodging	\$150.00	x	2	nights	x	1	people	=	\$300.00
Per Diem	\$34.00	x	2	days	x	1	people	=	\$68.00
Car rental	\$50.00	x	4	days	x	1	people	=	\$200.00
Miscellaneous (gas for rental)	\$200.00	x	1	units	x	1	units	=	\$200.00
<b>Total Travel</b>									<b>\$1,418.00</b>

**ODC's**

	<b>Rate</b>		<b>#</b>						
Mail	\$0.56	x	5	pieces				=	\$2.80
Overnight mail	\$10.48	x	5	pieces				=	\$52.40
Copies	\$0.07	x	50	copies				=	\$3.50
Prints (22x34)	\$2.50	x	0	prints				=	\$0.00
Vellums (22x34)	\$7.50	x	2	prints				=	\$15.00
Mylars (22x34)	\$15.00	x	0	prints				=	\$0.00
Miscellaneous	\$500.00	x	1	units				=	\$500.00
<b>Total ODC's</b>									<b>\$573.70</b>

**Total Travel and ODC's** **\$1,991.70**

Note: Total amount of \$1,991.70 is rounded to the nearest dollar, to \$1,992.

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
TRC ENGINEERS, INC.**

**THIS AMENDMENT NO. 4** to Professional Services Agreement No. A-12657 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, 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**, CONTRACTOR entered into Professional Services Agreement No. A-12657 with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "services") for the Bradley Road Bridge Scour Repair, County Bridge No. 448 (hereinafter, "Project") through March 10, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$495,247; and

**WHEREAS**, Agreement was amended by the Parties on August 18, 2015 (hereinafter, "Amendment No. 1", including Exhibit A-1, Revised Rate Schedule) to update the Rate Schedule, effective March 10, 2015, with no extension to the term and with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on March 8, 2018 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 10, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on March 25, 2019 (hereinafter, "Amendment No. 3", including Exhibit A-2, Scope of Services/Payment Provisions) to update the indemnification provisions, to update the Rate Schedule, effective March 11, 2019, to extend the term for approximately thirty-four (34) additional months through December 31, 2021, and to increase the amount by \$257,126 which resulted in a total not to exceed amount of \$752,373; and

**WHEREAS**, provisions of the Agreement require an update; and

**WHEREAS**, certification of the Project Plans, Specifications and Estimates (PS&E) is pending approval from Caltrans; and

**WHEREAS**, except for construction support, County has completed all services for the Project; and

**WHEREAS**, additional time is necessary to allow CONTRACTOR to provide construction support for completion of the Project; and

**WHEREAS**, the Parties agree that the CONTRACTOR’s Rate Schedule and subcontractors’ loaded billing rates in Exhibit A-2 – Scope of Services/Payment Provisions of the Agreement remain valid through December 31, 2022; and

**WHEREAS**, CONTRACTOR’s Rate Schedule and subcontractors’ loaded billing rates require an update effective January 1, 2023; and

**WHEREAS**, the Parties wish to further amend the Agreement to update the provisions of the Agreement, to update the CONTRACTOR’s Rate Schedule and subcontractors’ loaded billing rates, effective January 1, 2023, and to extend the term for two (2) additional years to December 31, 2023 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 4:

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 2, “Payments by County”, to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-2 and A-3, subject to the limitations set forth in this Agreement.

2. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from March 10, 2015 to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Paragraph 4, “Additional Provisions/Exhibits”, effective January 1, 2023, to delete page 35 of “Exhibit A-2 – Scope of Services/Payment Provisions” and to add “Exhibit A-3 – Contractor’s and Subcontractors’ Revised Rate Schedule”, effective January 1, 2023.

4. Amend Paragraph 11, “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 Agreement to add Paragraph 16, “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.

6. Amend Agreement to add Paragraph 17, “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 USC 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.

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.

7. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2023, to conform to the amended term of the Agreement.
8. In all places within the Agreement, any reference to Resource Management Agency – Department of Public Works is hereby replaced with Department of Public Works, Facilities, & Parks.
9. 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 Multi-Year Agreement (MYA) number #3200\*1582, Project name and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@co.monterey.ca.us](mailto: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 should be directed to the PWFP - Finance Division at (831) 755-4800 or via email to: [PWFP-Finance-AP@co.monterey.ca.us](mailto:PWFP-Finance-AP@co.monterey.ca.us).

10. In all places within the Agreement, effective January 1, 2023, any reference to CONTRACTOR's Rate Schedule and subcontractors' loaded billing rates, is hereby replaced with "Exhibit A-3 – Contractor's and Subcontractors' Revised Rate Schedule", effective January 1, 2023".
11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
12. This Amendment No. 4 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
13. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: DocuSigned by:  
Debra R. Wilson  
7B741937AA0D41B...  
Contracts/Purchasing Officer

TRC Engineers, Inc.  
Contractor's Business Name

Date: 12/17/2021 | 8:19 AM PST

By: DocuSigned by:  
Mark Imbriani  
E837A2E4879D3FE...  
(Signature of Chair, President or Vice President)

**Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel**

Its: Mark A. Imbriani, P.E., Vice President  
(Print Name and Title)

By: DocuSigned by:  
Mary Grace Perry  
A1933B26E717442...  
Mary Grace Perry  
Deputy County Counsel

Date: 12/16/2021 | 5:02 PM PST

Date: 12/16/2021 | 1:31 PM PST

By: DocuSigned by:  
Grant Ratkovic  
0F024E48EED04E...  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

Its: Grant J. Ratkovic, Assistant Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: DocuSigned by:  
Joey Nolasco  
F60C442ED05B437...  
Auditor/Controller

Date: 12/16/2021 | 10:21 PM PST

Date: 12/16/2021 | 4:13 PM PST

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel  
Leslie J. Girard, County Counsel**

By: \_\_\_\_\_  
Danielle P. Mancuso  
Risk Manager

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.

**EXHIBIT A-3 – CONTRACTOR'S AND SUBCONTRACTORS'  
REVISED RATE SCHEDULE**

**TRC ENGINEERS, INC.  
REVISED RATE SCHEDULE  
Effective January 1, 2023**

**LABOR RATES**

<u>Personnel Classification</u>	<u>Year 2023 Rates</u>
Project Manager	\$290.00
Project Engineer/Coordinator	\$210.00
Environmental Manager	\$195.00
Certified Industrial Hygienist	\$185.00
Senior Engineer	\$175.00
ISA Scientist	\$155.00
Engineer II	\$145.00
Engineer I	\$115.00
CADD Supervisor	\$160.00
CADD Technician	\$110.00
Desktop Publisher	\$85.00
Administrative Assistant	\$85.00

The 2023 rates are effective from January 1, 2023 through December 31, 2023. Similarly titled staff will be billed at equivalent rates (i.e. Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

**DIRECT EXPENSE UNIT RATES**

Mileage: Current IRS Mileage Rate

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at: [http://www.co.monterey.ca.us/auditor/pdfs/County\\_Travel\\_Business\\_Expense\\_Policy\\_12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)  
To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

**EXHIBIT A-5 - CONTRACTOR'S AND SUBCONTRACTORS'  
REVISED RATE SCHEDULE**



Civil Engineering + Land Surveying

6 Harris Court, Monterey, CA 93940 | 831.649.5225

whitsonengineers.com

**HOURLY RATE SCHEDULE**

Effective January 1, 2023

<u>Category</u>	<u>Hourly Rate</u>
Principal Engineer	\$ 240.00
Senior Civil Engineer	\$ 195.00
Senior Land Surveyor	\$ 195.00
Civil Engineer	\$ 175.00
Land Surveyor	\$ 175.00
Senior Associate Engineer/Surveyor	\$ 165.00
Associate Engineer/Surveyor	\$ 150.00
Assistant Engineer/Surveyor	\$ 130.00
Senior Engineering/Survey Technician	\$ 125.00
Engineering/Survey Technician	\$ 120.00
Administrative Support	\$ 75.00
Engineering Aide	\$ 70.00
Expert Witness/Court Hearing	\$ 325.00
<b>Field Surveying*</b>	
One Person Survey Crew (Prevailing Wage)	\$ 210.00
Two Person Survey Crew (Prevailing Wage)	\$ 350.00
<b>Reimbursables</b>	
Professional Services by Others	Cost Plus 10%
In-House Large Format Plotting/Copies (Black & White)	\$0.54 / S.F.
In-House Plots, Prints, Copies (Color/Special Media)	Rates vary, available upon request
In-House Prints/Copies (Black & White)	\$0.10/sheet for 8.5x11, \$0.54/sheet for 11x17
Materials, Postage, Reproduction, Telephone	Cost Plus 15%
Mileage	Per Current Federal Rate

\*Survey Crew rates are Prevailing Wage  
Rates effective January 1, 2020

#41

## REVISED RATE SCHEDULE



**PARIKH Hourly Rates for  
Bradley Road Bridge, Monterey County**  
Effective January 1, 2023

Project Manager - G. Parikh	\$317.32
Senior Project Engineer - D. Wang	\$229.99
Project Engineer	\$190.31
Staff Engineer	\$130.94
Field Engineer	\$155.97
Laboratory Technician	\$113.40
Drafting CADD Technician	\$123.69
Contract Manager	\$228.74
Project Geologist	\$142.14

**EXHIBIT A-3 – CONTRACTOR'S AND SUBCONTRACTORS'  
REVISED RATE SCHEDULE**

**QUINCY ENGINEERING, INC. – 2023 FEE SCHEDULE**

Effective January 1, 2023

<b>NAME/POSITION/TITLE</b>	<b>2023</b>
Mark Reno, PE/Project Manager/Principal Engineer	\$325
Martin Pohl, PE/SE, Senior Engineer	\$255
Carolyn Davis, PE/QA-QC/Senior Project Manager	\$285
Scott McCauley, PE/Bridge Engineer/Senior Engineer	\$240
Robert Ferguson, PE, NBI/Bridge Engineer/Senior Engineer	\$230
Kelly Gallagher, PE, Specifications/Senior Engineer	\$270
Juan Cruz, PE/Associate Engineer	\$185
Andrew Mitchel, PE/Associate Engineer	\$200
Staff, Senior Engineer	\$230
Staff, Senior Specifications Engineer	\$255
Staff Associate Engineer	\$190
Staff, Assistant Engineer I	\$125
Staff Assistant Engineer II	\$180
Staff, Intern	\$85
Staff, Senior Engineer Technician	\$195
Staff, CAD Manager	\$170
Staff, CAD Technician	\$125
Staff, Administrative Assistant	\$135
Staff, Survey Technician	\$150

<b>REIMBURSABLE ITEMS</b>	<b>2023</b>
Mileage (IRS rate)	At Cost
Outside Copying	At Cost
Display Boards	At Cost
Travel (per diem)	At Cost
Equipment Rental	At Cost

**EXHIBIT A-3 – CONTRACTOR'S AND SUBCONTRACTORS'  
REVISED RATE SCHEDULE**

**QUINCY ENGINEERING, INC. - 2023 FEE SCHEDULE**  
Effective January 1, 2023

**Other Direct Costs**

Office Computer & Software		Included in Overhead
Office Phone/Cell/Fax		Included in Overhead
Reproduction		
Black & White in office		Included in Overhead
Color in office		Included in Overhead
Vendor		Cost
Delivery		Cost
Mileage		Current Federal Rate
Other Travel		Cost
Subconsultants		Cost
Short Term Per Diem **	up to	\$180 per day
Long Term Per Diem **	up to	\$120 per day
Field Vehicle	up to	\$67 per day
Field Computer/Printer		\$220 per month
Field Cellular Phone		\$130 per month
Prevailing Wage**		loaded with overhead and fee
Miscellaneous		Cost

**Fee**

Labor + Overhead	10%
Other Direct Costs	0%

**Notes:**

\*Overtime rates apply to these classifications and will typically be charged at 1.5 times the hourly rate.

\*\* Prevailing Wage labor, travel, and per diem rates may apply for Construction Inspection and Surveying services.

Labor Costs to be invoiced based on actual hourly rate plus overhead plus fee.

Other Direct Costs to be invoiced at actual cost plus fee.

The Overhead Rate (Indirect Cost Rate) shall remain unchanged for a multi-year contract unless both parties agree to modify the rate in writing.

**EXHIBIT A-3 – CONTRACTOR'S AND SUBCONTRACTORS'  
REVISED RATE SCHEDULE**



**BILLING RATE SCHEDULE**

Effective 1/1/2023 - 12/31/2023

<b>TITLE</b>	<b>MINIMUM</b>	<b>MAXIMUM</b>
Principal Professional	\$325.00	\$375.00
Supervising Professional	\$260.00	\$325.00
Senior Professional III	\$210.00	\$260.00
Senior Professional II	\$160.00	\$210.00
Senior Professional I	\$130.00	\$160.00
Associate Professional II	\$120.00	\$145.00
Associate Professional I	\$100.00	\$120.00
Staff Professional II	\$95.00	\$115.00
Staff Professional I	\$75.00	\$95.00
Senior Technician II	\$115.00	\$140.00
Senior Technician I	\$95.00	\$115.00
Technician II	\$75.00	\$95.00
Technician I	\$55.00	\$75.00
Project Coordinator/Tech Editor II	\$100.00	\$125.00
Project Coordinator/Tech Editor I	\$80.00	\$100.00

- Professional staff includes Civil Engineers, Hydraulic Engineers, Geotechnical Engineers, Geologists, Biologists, and Environmental Scientists.
- Expenses are invoiced at 110% of cost.
- Unless expressed within the contract agreement, rates on all contracts are subject to an annual adjustment of a 3.5% escalation rate on January 1 of each calendar year.
- Rates for deposition and trial time are 1.5 times those shown above.
- Regular Mileage is per IRS rate or as otherwise specified in contract.

[hdrinc.com](http://hdrinc.com)

HDR | WRECO, 1243 Alpine Road, Suite 108, Walnut Creek, CA 94596  
(925) 941-0017



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

**Agreement No.: A-12657, Amendment No.: 3**

Upon motion of Supervisor Parker, seconded by Supervisor Alejo and carried by those members present, the Board of Supervisors hereby:

a. Approve Amendment No. 3 to Professional Services Agreement No. A-12657 with TRC Engineers, Inc. to: include additional services associated with bridge design services for the Bradley Road Bridge Scour Repair, County Bridge No. 448, State Project No. EA 05-930266, Federal Aid Project No. BHLO-5944 (100) under Request for Qualifications (RFQ) #10490; update the Rate Schedule; increase the not to exceed amount by \$257,126 for a total amount not to exceed \$752,373; and to extend the expiration date for approximately thirty-four (34) additional months for a revised term from March 10, 2015 to December 31, 2021; and b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute Amendment No. 3 to Professional Services Agreement (PSA) No. A-12657.

PASSED AND ADOPTED on this 12th day of March 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 81 for the meeting March 12, 2019.

Dated: March 13, 2019  
File ID: A 19-019

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

  
Julian Lorenzana, Deputy

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
TRC ENGINEERS, INC.**

**THIS AMENDMENT NO. 3** to Professional Services Agreement No. A-12657 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, 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**, CONTRACTOR entered into Professional Services Agreement No. A-12657 with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "services") for the Bradley Road Bridge Scour Repair, County Bridge No. 448 (hereinafter, "Project") through March 10, 2018 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$495,247; and

**WHEREAS**, Agreement was amended by the Parties on August 18, 2015 (hereinafter, "Amendment No. 1" including Exhibit A-1, Revised Rate Schedule) to update the Rate Schedule, effective March 10, 2015, with no extension to the term and with no increase in the not to exceed amount; and

**WHEREAS**, Agreement was amended by the Parties on March 8, 2018 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through March 10, 2019 with no increase in the not to exceed amount; and

**WHEREAS**, indemnification provisions of the Agreement require an update; and

**WHEREAS**, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10490; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, CONTRACTOR's Rate Schedule requires an update effective March 11, 2019; and

**WHEREAS**, additional time and funding are necessary to allow CONTRACTOR to address additional environmental requirements, and increase coordination and implement changes as required by the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS); and

**WHEREAS**, the Parties wish to further amend the Agreement update the indemnification provisions of the Agreement, to update the Rate Schedule, effective March 11, 2019, to extend the term for approximately thirty-four (34) additional months to December 31, 2021, and to increase the dollar amount by \$257,126 for a total amount not to exceed \$752,373 to allow CONTRACTOR

Amendment No. 3 to Professional Services Agreement No. A-12657  
TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair, (RFQ #10490)  
RMA- Public Works, Parks and Facilities  
Term: March 10, 2015 – December 31, 2021  
Not to Exceed: \$752,373

to continue to provide services identified in the Agreement and as amended by this Amendment No. 3:

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A and A-2** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A and A-2**, 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 \$752,373.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from March 10, 2015 to December 31, 2021, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", to delete "Exhibit A-1 - Revised Rate Schedule" and add "Exhibit A-2 - Scope of Services/Payment Provisions".

5. Amend Section 8.2, "Indemnification for Design Professional Services Claims", of Paragraph 8, "Indemnification", to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one or more defendants to any action involving such claim or claims against COUNTY is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

Amendment No. 3 to Professional Services Agreement No. A-12657  
TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair, (RFQ #10490)  
RMA- Public Works, Parks and Facilities  
Term: March 10, 2015 – December 31, 2021  
Not to Exceed: \$752,373

6. In all places within the Agreement, any reference to "Exhibit A-1 – Revised Rate Schedule" is hereby replaced with the Revised Rate Schedule, effective March 11, 2019, in "Exhibit A-2 – Scope of Services/Payment Provisions".
7. The "Project Schedule" referenced in the Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through December 31, 2021, to conform to the amended term of the Agreement.
8. 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 Multi-Year Agreement (MYA) number #3000\*1582, Project Name and associated Purchase 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 should be directed to the RMA Finance Division at (831) 755-4800 or via email to: RMA-Finance-AP-GP@co.monterey.ca.us.

9. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
10. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
11. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

Amendment No. 3 to Professional Services Agreement No. A-12657  
TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair, (RFQ #10490)  
RMA- Public Works, Parks and Facilities  
Term: March 10, 2015 – December 31, 2021  
Not to Exceed: \$752,373

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**

**CONTRACTOR\***

By:

\_\_\_\_\_  
Contracts/Purchasing Officer

Date:

\_\_\_\_\_

**Approved as to Form and Legality**  
**Office of the County Counsel-Risk Management**  
**Charles J. McKee, County Counsel-Risk Manager**

By:

\_\_\_\_\_  
Mary Grace Perry  
Deputy County Counsel

Date:

\_\_\_\_\_

**Approved as to Fiscal Provisions**

By:

\_\_\_\_\_  
Auditor/Controller

Date:

\_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions**  
**Office of the County Counsel-Risk Management**  
**Charles J. McKee, County Counsel-Risk Manager**

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

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) managing members. 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.

TRC Engineers, Inc.

\_\_\_\_\_  
Contractor's Business Name

By:

\_\_\_\_\_  
*(Signature of Chair, President or Vice President)*

Its:

Mark Imbrioni, Vice President  
(Print Name and Title)

Date:

2/7/2019

By:

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

Its:

GRANT RAIKOVIC - ASST SECRETARY  
(Print Name and Title)

Date:

2/6/2019

Amendment No. 3 to Professional Services Agreement No. A-12657  
TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair, (RFQ #10490)  
RMA- Public Works, Parks and Facilities  
Term: March 10, 2015 – December 31, 2021  
Not to Exceed: \$752,373

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

CONTRACTOR\*

By: [Signature]  
Contracts/Purchasing Officer

TRC Engineers, Inc.  
Contractor's Business Name

Date: 3-25-19

By: [Signature]  
(Signature of Chair, President or Vice President)

Approved as to Form and Legality  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

Its: Mark Imbriani, Vice President  
(Print Name and Title)

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Date: 2/7/2019

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Date: 2-12-2019

Its: GRANT RATHOVIC, ASST SECRETARY  
(Print Name and Title)

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 2/6/2019

Date: 2/12/19

Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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) managing members. 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.

Amendment No. 3 to Professional Services Agreement No. A-12657

TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair, (RFQ #10490)  
RMA- Public Works, Parks and Facilities  
Term: March 10, 2015 - December 31, 2021

Not to Exceed: \$752,373

**EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Professional Services Agreement by and between  
County of Monterey, hereinafter referred to as “COUNTY”  
and**

**TRC Engineers, Inc., hereinafter referred to as “CONTRACTOR”  
for the**

**Bradley Road Bridge Scour Repair, County Bridge No. 448, hereinafter referred to as “Project”**

*Amendment No. 1 - Revised Rate Schedule, effective March 10, 2015.*

*Amendment No. 2 - Extended term of Agreement by one (1) additional year through March 10, 2019.*

*Amendment No. 3 – To address additional environmental requirements, develop additional exhibits and increase coordination as well as implement changes required by the United States Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service (NMFS), implement and environmentally clear western construction access to project site; extend term of Agreement by approximately thirty-four (34) additional months through December 31, 2021; and revise Rate Schedule, effective March 11, 2019.*

The Project will result in the implementation of scour countermeasures to protect the substructure of the Bradley Road Bridge over the Salinas River. The CONTRACTOR’s Scope of Services for the Project consists of the following Phases:

- Phase 0: Project Management
- Phase I: Preliminary Engineering and Reports
- Phase II: Final Design
- Phase III: Construction
- Phase IV: Supplemental Services

*Based on the results of the consultation with NMFS and USFWS, additional information, exhibits and coordination is required. Relocation and revisions to the complex stream diversions system as well as determination of new impacts must be evaluated. The original design and location of the stream diversion system had detrimental impacts on established Willow Trees. Also, it was determined that the capacity of the streambed diversion system needs to be increased to handle higher potential flows. This has now resulted in implementing a new construction access plan from the west side of the Project. This requires additional design effort as well environmental clearance of this new proposed access plan. The design and implementation of the revised streambed diversion systems will require additional support efforts during the Construction Support Phase. This Amendment No. 3 addresses these conditions placed on the Project by NMFS and USFWS while implementing new strategies to reduce impacts.*

**PHASE 0: PROJECT MANAGEMENT**

**0.1 PROJECT MANAGEMENT**

Project Management includes the supervision and scheduling of Project staff, review of work prepared by CONTRACTOR and sub-consultants, Project coordination, client liaison and the monitoring of the schedule and the budget. Also included in this task is the preparation of Project reports and attendance at meetings with COUNTY staff to receive input and discuss and review the Project during its critical design periods.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

***CONTRACTOR will provide additional Project Management, as described above, for work performed under Amendment No. 3.***

### 0.2 PROJECT INITIATION

Upon receipt of a notice to proceed, a Project kick-off meeting will be held to finalize the Project scope, the approach, the goals and the schedule. Items to be addressed include a review of the key issues associated with the Project, a description and clarification of the approach required to respond to these issues, a discussion of potential COUNTY, State and Federal and other permits which may be required for the Project and the verification of the Project milestone dates. CONTRACTOR will provide the COUNTY with a detailed design schedule based on information from the Project kick-off meeting.

### 0.3 COORDINATION MEETINGS

The CONTRACTOR and selected Team Members will attend coordination meetings and design review meetings with COUNTY staff to facilitate comprehensive input from the COUNTY during the critical design periods. Coordination meetings are anticipated to occur prior to the 35%, 65%, 95% milestones with up to four (4) meetings which are included in this scope.

***CONTRACTOR will attend additional coordination meetings, two (2) with County and three (3) with Caltrans, NMFS or USFWS for work performed under Amendment No. 3. Meetings will be held at County offices in Salinas, CA or by conference call. Effort includes preparation of exhibits and summary of decisions for five (5) meetings.***

### 0.4 DESIGN REVIEW MEETINGS

The CONTRACTOR will attend design review meetings with COUNTY staff which will be scheduled to coincide with the completion of the preliminary design, and final design phases.

***CONTRACTOR will attend one (1) additional design review meeting for work performed under Amendment No. 3. This meeting is assumed be held via conference call by team members, Caltrans and USFWS and/or NMFS. Effort includes preparation of exhibits.***

### 0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

The CONTRACTOR will support COUNTY staff in the preparation of project documentation as required by the Caltrans Local Assistance Engineer for compliance with the Federal funding requirements. This task includes preparation of exhibits and forms outlined in the Caltrans Local Assistance Procedures Manual for each Project phase; this will include assisting the COUNTY with Requests for Authorization for future phases (Right of Way and Construction) and one (1) round of Exhibit 6D programming updates.

***CONTRACTOR will provide additional coordination with Caltrans' Local Assistance for work performed under Amendment No. 3. Work will include efforts to secure the additional funding to cover the costs of the extra design and construction work required by Environmental Resource Agencies.***

## DELIVERABLES

- Kick-off Meeting, Agenda and Meeting Minutes
- Coordination Meetings, Agendas and Meeting Minutes (four (4) meetings)

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Design Review Meetings, Agendas and Meeting Minutes (two (2) meetings)
- *USFWS, NMFS, Caltrans Coordination Meeting Exhibits and Summary (four (4) meetings)*
- *USFWS/NMFS Design Review Meeting Exhibits and Summary (one (1) meeting)*
- *Exhibit 6D for Highway Bridge Program (HBP) Funding Request*

### PHASE I: PRELIMINARY ENGINEERING AND REPORTS

#### 1.1 TOPOGRAPHIC SURVEYING

The COUNTY will provide CONTRACTOR an existing topographic map, an AutoCAD Civil 3D file of the existing ground and bridge structure. The datum used for the Project will be California Coordinate System, Zone 4 in NAD83 datum for horizontal positioning and in NAVD 88 vertical datum for each Project site. Cross sections of the river channels will be provided as requested and will be developed from AutoCAD topo data. The AutoCAD files that include topographical information of the existing ground and bridges will be provided to the CONTRACTOR by the COUNTY. Prior to mobilizing COUNTY Surveyor, a meeting will be held to review requirements of the data collected and may include the need for localized cross sections required to implement potential scour countermeasures.

*It is assumed that sufficient topography exists to cover the area proposed for NMFS-required construction work. It is also assumed the topographic surveying of the western access road which currently exists, will not be required.*

##### 1.1.1 HYDRAULIC HEC-RAS SOFTWARE CROSS-SECTIONS

The river cross sections and AutoCAD topo data files will be used by the CONTRACTOR to develop a hydraulic model of the river in HEC-RAS in the vicinity of the existing bridge.

##### 1.1.2 TOPOGRAPHICAL PLAN

The topographic map provided to the CONTRACTOR will include the elevation at the beginning and end of each bridge along with spot elevations of any exposed foundations at the bridge.

#### 1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS

##### 1.2.1 PRELIMINARY ASSESSMENT

CONTRACTOR will review available data, including previous studies of the Salinas River, the Federal Emergency Management Agency (FEMA) Flood Insurance Studies (FIS) and Flood Insurance Rate Map (FIRM), and any other information provided by the COUNTY. CONTRACTOR will also review recent Caltrans Bridge Inspection Reports (BIRs) and Plans of Action (POAs) to summarize known scour issues and a proposed POA.

##### 1.2.2 FIELD RECONNAISSANCE

CONTRACTOR will conduct field reconnaissance to assess existing conditions in the vicinity of the Project site, gathering information such as, obvious deficiencies, observed historic flow paths, existing river instability and scour problems, and existing scour countermeasures.

##### 1.2.3 HYDROLOGIC DATA

Existing peak flow information from FEMA or the Monterey County Water Resources Agency

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

(WRA) will be used. Hydrologic analysis will be performed and used by CONTRACTOR if existing hydrologic information is inadequate for hydraulic and scour analysis. To conform to the Federal Highway Administration (FHWA)/Caltrans requirement on hydrologic data, CONTRACTOR will also review and analyze data from the United States Geological Survey (USGS) gaging station (No. 11150500).

### 1.2.4 HYDRAULIC ANALYSIS

CONTRACTOR will perform a HEC-RAS hydraulic analysis to determine the in-bank, 2-year, 10-year, 20-year, 50-year, and 100-year flow characteristics, including water surface elevations (depths) and velocities. The 100-year and 50-year information is for checking the freeboard criteria from FHWA/Caltrans, FEMA, and COUNTY. The 100-year flow depth and velocity will be used for scour analysis and countermeasure design. The 2-year flow information is important for permitting purposes when coordinating with the United States Army Corps of Engineers (USACE) (ordinary high water) and the National Marine Fisheries Service (NMFS) (fish passage). The 10-year and 20-year flow information will be useful for other planning and maintenance activities.

CONTRACTOR will compare results with any analysis performed by Caltrans.

CONTRACTOR will also prepare reports and analysis required by the Monterey County WRA to comply with applicable COUNTY regulations relating to floodway encroachments.

*CONTRACTOR will perform additional hydrologic calculations to estimate the bypass flow during construction and to calculate the size of the culverts for the estimated bypass flow. CONTRACTOR will also perform additional hydraulic analysis to model the revised stream diversion plan which will be implemented as part of this Amendment No. 3.*

### 1.2.5 SCOUR ANALYSIS

CONTRACTOR will perform a bridge scour analysis to determine the scour potential per the methodology specified in the FHWA's HEC-18 and HEC-23 Manuals.

### 1.2.6 COUNTERMEASURES DESIGN

CONTRACTOR will evaluate the need for countermeasures for bridge local scour and long-term river instability. CONTRACTOR will prepare the matrix describing the various countermeasures per the guidelines in FHWA's HEC-23 Manual. CONTRACTOR will make sure the design is feasible, constructible, and have minimal environmental impact.

### 1.2.7 DESIGN HYDRAULIC STUDY REPORT

CONTRACTOR will prepare a Design Hydraulic Study Report for the Project to summarize the recommendations and results from the hydraulic and scour analyses at the bridge. The report will include a proposed POA. CONTRACTOR will be responsible for all bridge structural design recommendations.

CONTRACTOR will prepare a Location Hydraulic Study Memo with Floodplain Evaluation Summary forms to document the investigation and determine the specific impacts to the floodplain.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### DELIVERABLES

- Bridge Design Hydraulic Study Report (Draft and Final, PDF and three (3) copies)
- Location Hydraulic Study Memo (Draft and Final, PDF and three (3) copies)

### 1.3 GEOTECHNICAL INVESTIGATION

The existing bridge has scour mitigation required between Piers 16-19 (revised numbering of 7-10). This work will require a certain level of foundation repair including constructing protection for the pier supports. A limited geotechnical investigation is proposed at this time. This investigation will include collecting subsurface data from the vicinity of the impacted bents and providing design recommendations for the elements of repair such as sheet piles or footing retrofit.

The CONTRACTOR will prepare a Geotechnical Investigation Report required for the bridge foundation work. It is assumed that a Geotechnical Design and Materials Report will not be required since the majority of the work will relate to the bridge foundations.

*CONTRACTOR will revise and update Foundation Report as well as include recommendations and language for installation of sheet piling for revised diversion system.*

#### 1.3.1 RESEARCH AND DATA COLLECTION

Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing Log of Test Borings (LOTB), if any.

Permits/Underground Service Alert (USA) Clearances: Perform a site reconnaissance to review project limitations and mark the boring locations for utility clearance. Notify USA at least forty-eight (48) hours prior to field work as required by law.

#### 1.3.2 FIELD EXPLORATION

Two (2) borings are proposed in the vicinity of Pier 16 and Pier 18 to handle Piers 16-19 (revised numbering of 7-10). These borings can be drilled from the river bed (as it is dry) or from the bridge deck which will require closure. Drilling from the bridge is not included in the base cost estimate. In either case a California Department of Fish and Game (CDFG) permit will be required. The approximate boring depth will be eighty feet (80') to account for the possibility of driving sheet piles. The boring locations will depend upon the available access through the private right-of-way into the river bed or lane closure conditions. Drilling through the deck will require at a minimum one (1) lane closure with one (1) lane control. The deck will have to be cored through and repaired back using counter sunk cores (rebar) and quick set concrete. The option of drilling through the deck of the bridge is not included in the base cost estimate. The type of rig used will depend upon the access. COUNTY will secure rights-of-entry to private right-of-way and facilitate access through the fence.

Classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test boring. The borings will be drilled and capped with cement grout. Drilling spoils will be disposed of in the field, however they will not be allowed to be left in the river bed and therefore will be placed outside near the roadway shoulder.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1.3.3 LABORATORY TESTING

Perform laboratory tests on representative soil samples such as in-place moisture and density, unconfined compression, direct shear strength tests, gradation distribution, corrosion, Plasticity Index tests as necessary.

### 1.3.4 SOILS ANALYSIS/EVALUATION

Perform engineering analyses and develop design recommendations for the proposed foundation retrofit. It is anticipated that the proposed mitigation may include sheet piles and concrete cap for the pier protection. Seismic retrofit of the bridge is not included in the CONTRACTOR's Scope of Services. Any retrofit or reconstruction of the footings is also not included in this Scope of Services. If footings have to be reconstructed as part of the scour mitigation additional design work may be required.

### 1.3.5 PREPARE DRAFT FOUNDATION REPORT/MEMO

Prepare preliminary recommendations for foundations. A Foundation Memo will be provided to assist structure type selection (if any).

### 1.3.6 PREPARE FINAL FOUNDATION REPORT

Prepare detail report including Project Description, discussion of field and lab testing programs, comments on regional geology, site engineering seismology, peak ground acceleration and Acceleration Response Spectra (ARS) design curve per Caltrans Seismic Design Code (SDC v. 1.7) and ARS online, sheet pile foundation, discussion on constructability consideration, recommendations of lateral earth pressures (active and at-rest), and comments on corrosion potential.

The deliverables will include Draft Foundation Report/Memo with LOTB sheet to be included in the contract drawings in accordance with Caltrans Foundation Report preparation guidelines.

## 1.4 UTILITY COORDINATION

COUNTY and CONTRACTOR agree that all new or relocated facilities will be designed and constructed by the owners of those utilities.

The CONTRACTOR will prepare Utility A letters for COUNTY placement on their letterhead and mailing to each utility company requesting maps of their existing facilities in the vicinity of the site. COUNTY will provide copies of the Utility A letters sent to the various utility owners within the Project limits, and the response information received from each owner. When design is approximately 60% complete, CONTRACTOR will prepare Utility B letters and submit copies, hard copy and computer disk, to the COUNTY Project Manager for transmittal to recipients on COUNTY letterhead. COUNTY will forward to CONTRACTOR a copy of Utility B letters sent and of all correspondence received. For utilities owned or maintained by COUNTY, the COUNTY Project Manager will forward the Utility B letters to the appropriate COUNTY staff member, and send a copy of the transmittal to CONTRACTOR. CONTRACTOR will then correspond directly with the identified COUNTY staff member. Utility C letters will be prepared by CONTRACTOR and likewise sent to the COUNTY for distribution upon submittal of the Draft Plans, Specifications and Estimate (PS&E).

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1.5 RIGHT-OF-WAY ENGINEERING

Work is anticipated to be confined to within the existing COUNTY right-of-way. The CONTRACTOR will identify temporary construction easements required for access during construction for inclusion on the Area of Potential Effect (APE) map and prepare plats for required easements for COUNTY's use. Additional Right-of-Way Engineering is not a part of this Contract and will require an amendment if conditions change and engineering and acquisition is required.

*CONTRACTOR will review additional existing right of way information and develop additional right of way need exhibits for development of additional temporary construction easements based on revised access plan.*

### 1.6 RIGHT-OF-WAY ACQUISITION

COUNTY and CONTRACTOR agree that all right-of-way acquisition activities will be performed by the COUNTY. The COUNTY will prepare all legal descriptions and exhibits for right-of-way acquisitions and construction easements and will perform all appraisal and acquisition activities. COUNTY will also set all right-of-way monuments for the Project and prepare Record of Survey maps.

### 1.7 ENVIRONMENTAL DOCUMENTS

Based on information provided in the Request for Proposals (RFP) and accompanying Preliminary Environmental Studies (PES) forms provided by Caltrans, the following work program will be used to complete the technical studies and environmental documentation pursuant to the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Regulations and Guidelines.

*Additional environmental work will be conducted under Task 1.7 for work performed under Amendment No. 3. CONTRACTOR will develop exhibits, review and comment on technical studies produced under Task 1.7 for work performed under Amendment No. 3.*

#### 1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION

##### 1.7.1.1 KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW

CONTRACTOR will attend one (1) on-site Project kick-off meeting with the COUNTY and Caltrans. The purpose of the meeting will be to conduct a general reconnaissance of the Project with the COUNTY, Caltrans and CONTRACTOR in order to reconfirm the information provided in the March 24, 2010 PES, to assess existing environmental conditions, and discuss any potentially significant impacts associated with the Project.

*Additional effort is included to kick off the tasks of revising the Initial Study/Mitigated Negative Declaration (IS/MND) and associated Technical Study Addendums and Supplemental Reports to reflect the new water diversion design and footprint.*

##### 1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS

CONTRACTOR will coordinate with the COUNTY and Caltrans, and other agencies as necessary, to complete the technical reports and environmental documentation and identify any

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

necessary Federal, State or local permitting requirements associated with the Project.

*Additional effort is included to coordinate with responsible/cooperating agencies and other stakeholders during the process of preparing the Technical Study Addendums and Supplemental Reports, revising the IS/MND, and preparing the regulatory permitting packages to reflect the new water diversion design and footprint.*

### 1.7.1.3 PROJECT DESCRIPTION

CONTRACTOR will prepare a thorough Draft Project Description to be used in the technical reports and environmental documents. The Project Description will include details about the proposed Project including information on the purpose of the Project, the environmental setting, the maximum physical footprint of Project components, construction access and staging, and other essential details. CONTRACTOR will work closely with the COUNTY to ensure the Project Description provides a level of detail appropriate for the technical reports and the environmental documents. The Draft Project Description will be reviewed by the COUNTY and a final version deemed acceptable for the NEPA and CEQA documents will be prepared in response to COUNTY comments.

*Additional effort is included to revise the project description to reflect the new water diversion design and footprint.*

### 1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES

CONTRACTOR will prepare the required technical reports for the Project, which will provide support for environmental documentation pursuant to both NEPA and CEQA. Based on the preliminary evaluation of the Project as described by Caltrans in the PES as well as CONTRACTOR's independent field review of the Project site, the appropriate NEPA document would be a Categorical Exclusion (CX) under Section 6004, 23 CFR 771.117 (d)(3). The CX would satisfy the FHWA requirements for NEPA. The appropriate CEQA document would be a Categorical Exemption (CE). The Scope of Services and budget are based on two (2) rounds of COUNTY and Caltrans review of the draft technical studies. The first round of review is for major comments and the second round of review is for minor cleanup comments and assumes no new comments requiring substantial research and revisions. For each draft and final document, the following deliverables will be provided:

#### DELIVERABLES

- One (1) electronic copy in Microsoft (MS) Word
- One (1) PDF, and
- Two (2) hard copies of the Draft and Final Technical Reports

### 1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)

CONTRACTOR will prepare an NES to evaluate the biological resources present or potentially occurring in the proposed Project area and determine Project effects to those resources. The key objective of the evaluation will be to identify any special-status plant or animal species, jurisdictional wetlands, or sensitive habitats that may be affected by the Project.

Based on an initial site visit to the Project location, the existing bridge structure provides cliff swallow (*Petrochelidon pyrrhonota*) nesting habitat and suitable day and/or night roosts for bats,

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

including pallid bats (*Antrozous pallidus*), a California species of special concern. In addition, a variety of bird species likely use the riparian woodland in the Project area for nesting.

### ***Research/Coordination***

CONTRACTOR will request a list of special-status species for the project area from the United States Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Online Database. As part of this process, CONTRACTOR will informally coordinate with the California Department of Fish and Wildlife (CDFW) and/or the USFWS, as necessary, regarding the potential presence of special-status species within or immediately adjacent to the Project area.

### ***Field Survey***

CONTRACTOR will conduct a general field survey to map plant communities, assess habitat conditions, and evaluate potential impacts to special status biological resources resulting from the Project. During this survey, CONTRACTOR will inspect the existing bridge for any evidence of use by bats as well as swallows or other nesting birds. Trees required to be removed during construction will be identified and mapped.

This Scope of Services does not include special-status plant or focused wildlife surveys. The evaluation will focus on known species occurrences and an analysis of the existing habitat within the Project area to assess impacts to these resources.

### ***Documentation***

The results of the field survey will be documented in an NES prepared in accordance with the most recent Caltrans' Guidance. The NES will include a discussion of plant communities present in the Project area, as well as a discussion of common plant and animal species occurring (or expected to occur) in the Project area based on the communities present. A generalized vegetation map will be prepared showing plant community types, as well as the locations of any sensitive biological resources identified.

The NES will include an assessment of Project impacts on the biological and wetland resources present and recommend avoidance, minimization, and mitigation measures where appropriate.

The NES will also include a discussion of how the Project will comply with the Federal laws, acts, and Executive Orders (EOs) including, but not limited to:

- EO 13112: Invasive Species
- EO 11990: Protection of Wetlands
- EO 11988: Floodplain Management
- Migratory Bird Treaty Act (MTBA)
- Section 7 of the Federal Endangered Species Act (FESA)

***Additional effort is included to conduct update CNDDDB, CNPS, USFWS and NMFS species lists, identify the expanded Biological Study Area (BSA), conduct a site visit to survey biological resources within the expanded BSA, conduct protocol rare plant surveys within the expanded BSA, conduct a tree survey within the expanded BSA to document the type and size of trees, prepare an Addendum to the tree report to discuss potential tree impacts resulting from the revised water diversion, prepare an Addendum to the approved Natural Environment***

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

*Study (NES) with information pertaining to the revised water diversion plan, updated existing setting information relative to the expanded BSA, and an impact analysis for the expanded BSA.*

### 1.7.2.2 JURISDICTIONAL DELINEATION (JD)

#### **Field Survey**

CONTRACTOR will conduct a wetland delineation of the Project area to determine any areas potentially subject to regulation by the USACE and/or the Central Coast Regional Water Quality Control Board (CCRWQCB). The delineation will be conducted in accordance with the USACE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008). Riparian areas within CDFW jurisdiction will also be delineated.

The fieldwork will be conducted concurrently with the general field survey as part of the NES effort.

#### **Documentation**

The results of the delineation field work will be documented in a letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential waters of the United States (US) and the CDFW jurisdictional areas within the Project area. The delineation report will be submitted to the USACE for verification with a request for a Preliminary Jurisdictional Determination in accordance with Regulatory Guidance Letter 08-02.

Note that all findings should be considered preliminary until verified by the USACE. For purposes of this Scope of Services, CONTRACTOR has assumed that the delineation will be verified as part of this Scope of Services, resulting in a verified delineation that can be submitted with the wetland permits applications.

### 1.7.2.3 BIOLOGICAL ASSESSMENT (BA)

Based on a preliminary review of the CNDDDB, steelhead – south/central California coast Distinct Population Segment (DPS) (*Oncorhynchus mykiss irideus*), are known to occur in the Salinas River within the Project area and there are recent records of least Bell's vireo (*Vireo belli pusillus*) from the riparian woodland in this area. The research and fieldwork conducted under the NES effort will determine the potential for California red-legged frog (CRLF) (*Rana draytonii*) to occur in this area. These species are listed as threatened or endangered under FESA. The section of the Salinas River within the Project area is within designated critical habitat for steelhead.

#### **Field Survey**

The fieldwork conducted as part of the NES and wetland delineation efforts will also serve as the field survey for the BA. No additional fieldwork is anticipated.

#### **Documentation**

Based on the potential for federally listed species to occur within the Project area, CONTRACTOR will prepare a BA in accordance with the most recent Caltrans guidance to evaluate Project effects to federally listed species and critical habitat, as well as identify

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

appropriate avoidance and minimization measures. In regard to avoidance and minimization measures for CRLFs, CONTRACTOR will reference the Programmatic Biological Opinion between the USFWS and Caltrans (dated May 4, 2011). If it is determined that the Project may adversely affect federally listed species, Caltrans will use the BA to facilitate Section 7 consultation with the NMFS regarding steelhead and USFWS regarding least Bell's vireo and CRLF.

*Additional effort is included to prepare an Addendum to the existing Biological Assessment (BA) for Caltrans to use to facilitate communication with NMFS and the USFWS regarding the changes to the Engineers' approach to accessing the scour repair locations in the river.*

### 1.7.2.4 CULTURAL RESOURCES

CONTRACTOR will conduct cultural resource studies that are needed for the COUNTY and Caltrans to address requirements of Section 106 of the National Historic Preservation Act (NHPA), NEPA, CEQA, and the Caltrans 2014 First Amended *Programmatic Agreement Among The FHWA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the NHPA, as it Pertains to the Administration of the Federal Aid Highway Program in California*.

The Bradley Road Bridge (No. 44C0050) is listed in the Caltrans Statewide Bridge Inventory as "Category 5," meaning that it is not eligible for listing in the National Register of Historic Places. Therefore, it will not require any additional study or documentation prior to its replacement.

Based on a preliminary review of the Project area, it is not anticipated for there to be any built environment (i.e., architecture) issues related to potential construction effects. Therefore, no architectural study appears to be warranted.

CONTRACTOR will prepare an Area of Potential Effects (APE) map and conduct the following cultural resources identification tasks needed to prepare an Archaeological Survey Report and Historic Property Survey Report.

#### ***APE Map***

CONTRACTOR will prepare an APE map to Caltrans standards.

*Additional effort is included to revise the APE map to Caltrans standards to reflect the expanded project impact area and footprint.*

#### ***Research and Field Investigation***

A records search will be conducted at the Northwest Information Center of the California Office of Historic Preservation's California Historical Resources Information System. A literature review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and CONTRACTOR will be done. The records search and literature review will identify previously recorded or otherwise known cultural resources and previous cultural resource studies of or adjacent to the APE.

A review of cultural resource inventories to identify cultural resources that may be listed within

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

or adjacent to the APE. Relevant listings are the *California Inventory of Historic Resources*, *Five Views: An Ethnic Sites Survey for California*, *California Historical Landmarks*, *California Points of Historical Interest*, *National Historic Landmarks*, and the *Directory of Properties in the Historic Property Data File* which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate COUNTY listings will be reviewed.

CONTRACTOR will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.

CONTRACTOR will contact the Monterey County Historical Society for any information or concerns they may have about the APE.

CONTRACTOR will conduct an archaeological field survey of the APE.

*Additional effort is included to conduct an additional records search and pedestrian survey of the expanded APE.*

### ***Documentation***

CONTRACTOR will prepare a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) per Caltrans standards. A preliminary archaeological sensitivity assessment will be included in the ASR.

*Additional effort is included to prepare a supplemental Archaeological Survey Report and Historic Property Survey Report to reflect the revised APE and expanded impact area.*

### **1.7.2.5 GEOLOGY**

CONTRACTOR will incorporate the geologic setting and geologic hazards analysis from the Foundation Report developed in Task 1.8 into the draft technical studies for the Environmental Document (ED).

### **1.7.2.6 HAZARDOUS MATERIALS**

The PES for the Project included a finding that there is no potential for presence of hazardous materials and/or hazardous wastes within or immediately adjacent to the construction area. Therefore, an Initial Site Assessment (ISA) is not proposed for the Project.

### **1.7.2.7 HYDROLOGY AND WATER QUALITY**

Construction activities may lead to water quality impacts. CONTRACTOR will prepare a Hydrology and Water Quality Memorandum that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The memorandum will describe how potential water quality impacts will be minimized, including engineering controls and Best Management Practices (BMPs) that will be implemented in a Storm Water Pollution Prevention Plan (SWPPP). Information about engineering controls, BMPs, disturbed soil area, and new

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

impervious surface area will be provided by the CONTRACTOR and incorporated into the memorandum. Any impacts identified in the Floodplain Studies will also be included. The Water Quality section of the NES will also address potential short term and long term impacts to water quality from construction and Project operation.

*Additional effort is included to prepare an Addendum to the Hydrology and Water Quality Memorandum to reflect the updated project description and water diversion design. The Water Quality Memorandum will also be updated to reflect recent regulatory changes, including changes to regulatory language from the Caltrans Water Quality Assessment Report Content and Recommended Format which was revised in October 2017, changes to the beneficial uses and water quality objectives from the Central Coast Regional Water Quality Control Board Basin Plan which was updated in September 2017, and changes to the receiving water impairments from the 2014/2016 California 303(d) List of Impaired Waters which was approved in April 2018. The impact analysis will be updated to reflect changes to the project description and water diversion design, as well as changes to the disturbed soil area, construction schedule, new impervious surface area, and area of 2:1 slopes, and NES.*

### 1.7.2.8 FLOODPLAIN EVALUATION REPORT

The Project area has been identified as being within a base floodplain (100-year) elevation of a watercourse. A Location Hydraulics Study will be prepared by the CONTRACTOR. In addition, a Summary Floodplain Encroachment Report based on the Location Hydraulics Study will be completed by CONTRACTOR. The report formats will follow the Caltrans Standard Environmental Reference Chapter 17-Floodplains and Guidance (September 26, 2012). This Scope of Services presumes that the proposed Project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is not inconsistent with existing watershed and floodplain management programs. This Scope of Services also presumes that the Location Hydraulics Study provided by the CONTRACTOR will contain the requisite information for each alternative as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111 (b) (c). The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

### 1.7.2.9 NOISE

CONTRACTOR will prepare a Technical Noise Memorandum consistent with the Caltrans Traffic Noise Analysis Protocol (May 2011) because the proposed Project is a Type III project. The Technical Noise Memorandum will also evaluate construction noise impact in terms of maximum levels (Lmax) based on typical construction activities and the frequency of occurrence at adjacent noise-sensitive locations. Expected impacts associated with bridge repair activities may include the following: pile driving, demolition, excavation, and bridge work. Analysis requirements will be based on the sensitivity of the area and the COUNTY's Noise Ordinance specifications. Additionally, the CONTRACTOR will confirm that avoidance, minimization and/or mitigation measures to address sensitive receptors in the Project area are consistent with avoidance, minimization and/or mitigation measures prescribed for other technical disciplines such as measures prescribed to address impacts to threatened and endangered species.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

*Additional effort is included to prepare an Addendum to the Technical Noise Memorandum to reflect the updated project description and water diversion design.*

### 1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS

After receiving comments on the Draft Technical Studies from the COUNTY (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise the Draft Technical Studies for review by Caltrans.

*Additional effort is included to respond to one (1) set of non-conflicting consolidated comments from the COUNTY on the revised Technical Study Addendums and Supplemental Reports and to revise the Draft Technical Study Addendums and Supplemental Reports based on COUNTY comments and submit to Caltrans for review.*

### 1.7.4 FINAL TECHNICAL STUDIES

After receiving comments on the Draft Technical Studies from Caltrans (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise and prepare final Technical Studies for Caltrans' signature.

*Additional effort is included to respond to one (1) set of non-conflicting consolidated comments from Caltrans on the revised Technical Study Addendums and Supplemental Reports and revise the Draft Technical Study Addendums and Supplemental Reports and prepare final Technical Study Addendums and Supplemental Reports for Caltrans' signature.*

### 1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENT (ED)

#### NEPA

According to the PES forms provided as an Exhibit in the RFP, Caltrans has determined that to satisfy the FHWA for NEPA, a CX Determination with required technical studies, under 23 CFR 771.117 activity (d)(3), will be prepared. The PES form also states that Caltrans will prepare the CX with completed and approved environmental technical reports. This approach is consistent with CONTRACTOR's recent Project work with Caltrans District 5. Therefore, this Scope of Services assumes that Caltrans will prepare the NEPA CX supported by the technical documentation prepared by CONTRACTOR.

#### CEQA

The appropriate level environmental documentation to be prepared for the Project would be a Categorical Exemption (CE) under CEQA.

Section 15300 of the State CEQA Guidelines contains a list of classes of projects that have been determined not to have a significant effect on the environment and that are, therefore, exempt from the provisions of CEQA. The following project class most closely aligns with the Project:

- Class 1 (Section 15301), Existing Facilities, which includes existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities;

For a project to be considered exempt under CEQA, it must also not meet any of the following

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

exceptions listed in Section 15300.2:

- (a) Location. The project site is environmentally sensitive. For classes 3, 4, 5, 6, and 11, a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant.
- (b) Cumulative Impact. None of the CEs apply if significant cumulative impacts will result over time from successive projects of the same type in the same place.
- (c) Significant Effect. None of the CEs apply if there is a “reasonable possibility” that significant environmental impacts will result due to “unusual circumstances.”
- (d) Scenic Highways. A CE shall not be used for a project which may result in damage to scenic resources, including trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.
- (e) Hazardous Waste Sites. A CE shall not be used for a project located on a site which is included on any listed compiled pursuant to Section 65962.5 of the Government Code.
- (f) Historical Resources. A CE shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Alternatively, assuming none of the exceptions listed above are triggered, the Project may also qualify under the “general rule” exemption in Section 15061(b)(3) of the CEQA Guidelines which states that a project is exempt from CEQA if: “The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”

Based on CONTRACTOR’s preliminary review of the Project, it does not appear to be located on an environmentally sensitive site. The Project improvements are not located on a State scenic highway. The proposed Project would consist of bridge scour countermeasures to protect existing bridge pier footings within an existing COUNTY right-of-way. The bridge repairs would not result in an increase in vehicle trips or noise, air pollutants, and greenhouse gas emissions over the long term (i.e., the Project would not be capacity enhancing). Short-term construction effects would be minimized through the adherence to local and State policies for construction emissions (e.g., Monterey Bay Unified Air Pollution Control District (MBUAPCD) standard construction measures), vehicle and equipment noise, and standard BMPs in the plans and specifications addressing erosion control and water quality and control of hazardous waste and materials (e.g., equipment fuel). CONTRACTOR’s Scope of Services above assumes no impacts to cultural or historical resources. There is the potential for short-term traffic circulation effects during construction, but it is the CONTRACTOR’s understanding that a plan would be implemented to maintain adequate traffic circulation, as well as existing Public services. A Hazardous Waste ISA is included as part of the proposed Scope of Services. However, at this time, it is presumed that the proposed Project is not located on a hazardous waste site per Government Code 65962. Therefore, CONTRACTOR concludes that the Project may qualify for a CE under CEQA, and CONTRACTOR will prepare a Notice of Exemption (NOE) for use in completing the CEQA CE clearance process.

Following approval of the draft technical reports, CONTRACTOR will prepare an Administrative Draft Environmental Document (ADED).

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

*Additional effort is included to revise the Administrative Draft IS/MND to reflect the new water diversion design, project footprint, and analysis provided in the Technical Study Addendums and Supplemental Reports.*

### DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft Environmental Document (DED).

#### 1.7.5.1 CIRCULATE DED FOR PUBLIC REVIEW

After receiving comments on the Administrative Draft IS/MND (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the DED for Public review.

CONTRACTOR will provide the preprint version of the DED to the COUNTY prior to Public circulation of the document. The purpose of submitting this preprint version will be to allow the COUNTY to review the changes to the document, resolve any remaining questions, and verify that the COUNTY is satisfied with the overall DED. After the COUNTY reviews and approves the document for print, the DED will be circulated for Public review.

CONTRACTOR will distribute up to thirty (30) hard copies and sixteen (16) CDs of the document to a distribution list for the Project provided by the COUNTY. CONTRACTOR will provide PDF files to the COUNTY for posting on the COUNTY's website if desired. CONTRACTOR will prepare a Draft Notice of Intent (NOI) and a Public Notice of Availability (NOA) for the Public review DED for COUNTY review and signature. The COUNTY will be responsible for publication of the Public notice in a general circulation newspaper. In addition, CONTRACTOR will file a Notice of Completion (NOC) with the County Clerk and the State Clearinghouse (SCH) to begin the required Public review period.

### DELIVERABLES

- Thirty (30) print copies and sixteen (16) CDs with PDF files of the Public review DED (Fifteen (15) CDs for the SCH and one (1) CD for the COUNTY's use in posting on the COUNTY's website);
- Draft NOI, Public NOA, and NOC.

#### 1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT

Upon close of the Public review period, CONTRACTOR will review the Public and agency comments on the DED, and will coordinate with the COUNTY to strategize the preparation of the responses to comments. It is anticipated that the Public comments will not be extensive, and therefore, this Scope of Services and budget is based on responding to approximately twenty-five (25) comments on the Project. CONTRACTOR's budget estimate includes a level of effort accordingly, for this task. Should additional labor effort be needed to respond to comments on the DED, CONTRACTOR will obtain authorization of additional budget from the COUNTY prior to any such expenditure.

CONTRACTOR will respond to the comments received on the DED in coordination with the COUNTY and will submit the draft responses to the COUNTY for review.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1.7.6 FINAL ED

After receiving comments on the Administrative Draft CE (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the Final CE. Revisions to the CE will be identified in track changes/redline in the MS Word file to facilitate subsequent review. Following COUNTY approval of the Final CE, CONTRACTOR will prepare an NOE for use in completing the CEQA CE clearance process and file it with the SCH and the County Clerk. The CONTRACTOR will pay all filing fees associated with noticing for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the filing fee amount required by the agencies.

### DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final CE.
- One (1) electronic copy in MS Word, one (1) PDF of the NOE.

### 1.7.7 PERMITTING

CONTRACTOR will identify required environmental permits for Project construction during development of the ED. A preliminary Scope of Services and budget have been provided for the permitting task.

Based on an initial site visit to the project location, it is anticipated that the Project will require the following permits: 1) Nationwide Permit from the USACE for Section 404 of the Clean Water Act (CWA), a Lake or Streambed Alteration Agreement for Section 1602 of the CDFG Code from the CDFW, and a Water Quality Certification for Section 401 of the CWA from the CCRWQCB.

CONTRACTOR will consult with environmental regulatory agency representatives and prepare permit applications in signature ready format. Upon COUNTY signature, CONTRACTOR will submit permit applications to the respective agencies and coordinate with those agencies to ensure that the applications are complete, provide additional information if requested, discuss project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. Should any conditions of the permit application change during agency review, the COUNTY would be responsible for agreeing to and finalizing these permit conditions.

To address potential impacts to listed species, CONTRACTOR will provide Federal consultation assistance. Federal consultation with the USFWS and the NMFS will be initiated by Caltrans as assigned by FHWA as required based on the information provided in the BA. The procedure will be conducted pursuant to the requirements of Section 7 of the FESA. Caltrans will contact the USFWS to confirm the conclusions of the BA regarding the absence of potential habitat for, or avoidance of impact to, Federally Listed Species. If potential habitat for any Federally Listed Species is present, CONTRACTOR will request that Caltrans as assigned by FHWA enter into an informal consultation with the USFWS or NMFS and provide the supporting information, including avoidance measures and adherence to standard protocols and programmatic procedures, to assist the agencies in reaching a determination that any listed species would not be adversely affected by the Project. The Scope of Services includes assistance with informal consultation and the preparation of a mitigation plan.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1.7.7.1 SECTION 404 NATIONWIDE PERMIT

CONTRACTOR will prepare a Nationwide Permit application for Section 404 of the CWA for the Project. At this time, it is anticipated that the Project would have minimal impacts to wetlands and waters of the United States and would likely be permitted under the Nationwide Permit Program. The extent of jurisdiction under the acts will be determined during a formal jurisdictional delineation of the Project area. If impacts to wetlands or waters of the United States exceed the limits imposed under the Nationwide Permits, then an individual permit will be required. Preparation of an Individual Permit would be completed under a separate scope and budget.

It is expected that the following items will be required for a Nationwide Permit application:

- Verified delineation of jurisdictional waters for Section 404 of the CWA;
- Complete project plans in plan view and cross-section that have been reduced to a size that can fit on an 8 ½" X 11" sheet (for inclusion in the USACE Public Notice);
- NES that identifies endangered species issues related to the Project and the measures proposed to mitigate impacts to special status species;
- Cultural Resources Report. This Scope of Services assumes that a cultural resources study will be completed for the Project by CONTRACTOR. A copy of this study must accompany the USACE Nationwide Permit application.

### 1.7.7.2 SECTION 1602 LAKE OR STREAMBED ALTERATION AGREEMENT

CONTRACTOR will prepare a Lake or Streambed Alteration Agreement application for Section 1602 of the California Fish and Game Code for the Project. The Agreement application will include a Notice of Determination (NOD) showing CEQA compliance, Project plans for the location of each Project element affecting a waterway, BA report (in the form of an NES) identifying the affected habitats, and a check in an amount to be determined by the extent of impact. The CONTRACTOR will be responsible for filing fees associated with the Lake or Streambed Alteration Agreement for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the permitting agency.

### 1.7.7.3 SECTION 401 WATER QUALITY CERTIFICATION

CONTRACTOR will prepare a Water Quality Certification application for Section 401 of the CWA for the Project. The application will include a copy of the Section 1602 Streambed Alteration Agreement issued by the CDFW, a copy of the Nationwide Permit, a delineation of jurisdictional waters, a NOD showing CEQA compliance, and a check for the application fee. The COUNTY will be responsible for filing fees associated with the Water Quality Certification for the Project.

### 1.7.8 MEETING/HEARING ATTENDANCE

CONTRACTOR's Environmental Task Manager will oversee all environmental staff working on the proposed Project and will be responsible for managing the day-to-day activities associated with the proposed Project. Day to day project management responsibilities include regular coordination with the COUNTY and the Caltrans Local Assistance District Office, contract management, oversight of team members, schedule coordination, and development of products. CONTRACTOR will provide the COUNTY Project Engineer with regular updates regarding the status of CONTRACTOR's work, scheduled deliverables, and the status of the overall budget.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The cost estimate assumes attendance at five (5) meetings including one (1) project kick-off meeting, one (1) site visit/field review with the COUNTY and Caltrans District 5 Local Assistance, one (1) Public information meeting during the preparation of the technical reports and environmental documents, and two (2) progress meetings with the COUNTY.

### 1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION

#### 1.8.1 PRELIMINARY STRATEGY REPORT

Upon completion of data gathering, investigation and analysis, CONTRACTOR will prepare a Preliminary Strategy Report. The Report will summarize the findings and will recommend the design and improvements for the Project. Upon receiving approval of the countermeasures to be implemented, the CONTRACTOR will confirm the required level of effort for design services to be provided which may require an adjustment to the Project budget. Preliminary plans of all major features of the Project will be provided so that the COUNTY will have a clear understanding of the proposed improvements.

CONTRACTOR will provide a preliminary cost estimate of the proposed improvements. The Preliminary Strategy Report will state if any property acquisition requirements for the work. A meeting will be arranged if necessary.

#### 1.8.2 35% PRELIMINARY PLANS

The Preliminary Design Phase is intended to allow the COUNTY, Caltrans, utility companies and other involved agencies to review and comment upon the basic design concepts early in the process. Plan development will be based upon the strategy recommendations and the configuration of the existing bridge and the existing streambed geometry. CONTRACTOR will develop the Preliminary Plans to establish fundamental elements of the design.

### 35% DELIVERABLES

- Draft Foundation Report
- Final Foundation Report
- LOTB Plan Sheets
- Plan Set Drawings (11" x 17")
- Title/Index Sheet
- Preliminary Construction Access Plans
- Bridge Repair General Plan
- Preliminary Cost Estimate

## PHASE II: FINAL DESIGN

CONTRACTOR will prepare the PS&E for the construction contract for the proposed scour countermeasures. CONTRACTOR fee and Scope of Services assumes the use of Rock Slope Protection as a selected scour countermeasure; however the final design to be implemented will be determined from the engineering studies of the bridge. The anticipated documents include a plan for the bridge, the technical special provision sections, and an Engineer's Estimate of Probable Construction Costs for the design.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### PLAN SHEETS AND DETAILS

The plan sheets will be prepared in AutoCAD. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the responsible CONTRACTOR's Engineer (registered in the State of California) in charge of the design, in accordance with the Caltrans Local Programs Manual. Typically, the PS&E will contain the following plan sheets for Scour Projects (the number of sheets will vary depending on the site and the final structure details.) The plan sheets will include the following:

- Title Sheet
- Abbreviations and Legend
- Construction Details
- Traffic Handling and Construction Area Signs
- Utility Location
- Final Grading Plans
- Rock Slope Protection Details

### DESIGN SUBMITTALS

Three (3) submittals will be made during the preparation of the Final Design Phase as follows:

- When the documents are 65% complete;
- When the documents are 95% complete; and
- When the final documents are complete.

Each submittal will incorporate the review comments from the previous submittal of the COUNTY's staff as well as those of all other reviewing agencies.

#### 2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)

##### 2.1.1 65% COMPLETE PLANS

Based on comments received from the 35% Design Submittal, the CONTRACTOR will advance the design to the point that all major design issues and solutions are represented in the plan documents. Minor details may be missing from the plan set at this milestone, but all plan sheets will be included in this submittal package. The CONTRACTOR team will work with the COUNTY and other agencies to resolve any remaining conflicts between the comments of different reviewers. Upon comment resolution with COUNTY, no further changes will be allowed thereafter and such comments or changes will be deferred until the next submittal or next appropriate meeting.

*CONTRACTOR will revise and redesign Streambed Diversion System to meet conditions imposed by USFWS and NMFS in order to minimize impacts. These conditions are contingent for Biological Opinion. CONTRACTOR will also develop new Streambed Diversion System to reflect utilizing a western access point that will dramatically alter design of Streambed Diversion System. These efforts will include hydraulic design, plan detailing, write-up of Streambed Diversion Technical Report, calculation of quantities and summary of findings for the work performed under Amendment No. 3*

##### 2.1.2 65% COMPLETE SPECIFICATIONS

CONTRACTOR will prepare a draft version of the technical specifications sections. The technical specifications will cover all major items of work and will reference applicable Caltrans

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

standard specifications, with specific consideration of measurement and payment provisions. The COUNTY will be responsible for the completion of "boilerplate" general and standard provisions related to the construction contract.

### 2.1.3 65% CONSTRUCTION COST ESTIMATE

The Preliminary Cost Estimate prepared under Task 1.8 will be updated by the CONTRACTOR to reflect the design refinements in the 65% Design Submittal. This will become the 65% Engineer's Estimate of Probable Construction Cost.

*CONTRACTOR will update and revise Engineer's Estimate of Probable Construction Cost for the work performed under Amendment No. 3.*

### 2.1.4 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY Comments to the 35% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 35% Design Submittal. A meeting will be held with COUNTY and CONTRACTOR to discuss and resolve the "Comments" and the "Response to Comments" to the 35% Design Submittal.

Changes to the plans and other construction contract documents requested by the COUNTY and agreed to by the CONTRACTOR will be incorporated into the 65% submittal documents.

### 65% DELIVERABLES

- Plan Set Drawings (11" x 17")
- 65% Engineer's Estimate of Probable Construction Cost (8 1/2" x 11")
- 65% Specifications (8 1/2" x 11")
- Response to 35% Comments Memo

### 2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)

#### 2.2.1 95% COMPLETE PLANS

Based on comments received from the 65% Design Submittal the CONTRACTOR will advance the design to the point that it is complete and fully checked by CONTRACTOR, and will be represented by the 95% Design Submittal. CONTRACTOR will prepare Checked Plans and submit to the COUNTY, the utility companies and other agencies as identified in the kick-off meeting for final review and comment. The CONTRACTOR will work with the COUNTY and other agencies to resolve any conflicts between the comments of different reviewers by convening a comment resolution meeting to obtain consensus.

*CONTRACTOR will provide additional engineering effort to provide 95% Complete Plans, as described above, for work performed under Amendment No. 3.*

#### 2.2.2 95% COMPLETE SPECIFICATIONS

The CONTRACTOR will update the technical specifications using COUNTY and Caltrans Standard Specifications. The COUNTY will incorporate them into "boilerplate" legal and contractual provisions of the contract Bid Documents.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

***CONTRACTOR will provide additional engineering effort to provide 95% Complete Specifications, as described above, for work performed under Amendment No. 3.***

### **2.2.3 95% CONSTRUCTION COST ESTIMATE**

The Estimate of Construction Cost will be updated by the CONTRACTOR for use in the Bid Documents using standard COUNTY and/or Caltrans items.

### **2.2.4 QUALITY ASSURANCE (QA) REVIEW**

An internal QA review of the PS&E will be conducted concurrently by the CONTRACTOR with review of the 95% Design Submittal by the COUNTY and other agencies. CONTRACTOR's QA program provides for independent checking of individual tasks as well as an independent review by experienced senior staff. The purpose of this review is to provide oversight to specific project details by professionals who are not closely involved in the design, and to review the constructability, cost effectiveness and completeness of design features relative to the normal standard of professional care.

### **2.2.5 MEMORANDUM RESPONSE TO COMMENTS**

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY Comments to the 65% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 65% Design Submittal. If the COUNTY deems it necessary, an additional meeting will be held with COUNTY's staff and CONTRACTOR's staff to discuss and resolve the "Comments" and the "Response to Comments" to the 65% Design Submittal.

Minor changes to the plans requested by the COUNTY and agreed to by the CONTRACTOR will be incorporated into the 95% submittal documents. It is understood that reasonable minor changes to the plans and other construction documents will be incorporated into the construction documents.

### **95% DELIVERABLES**

- Plan Set Drawings (11" x 17")
- 95% Engineer's Estimate (8 1/2" x 11")
- Specifications (8 1/2" x 11")
- Response to 65% Comments Memo

### **2.3 FINAL DESIGN SUBMITTAL (100% PS&E)**

#### **2.3.1 100% FINAL PLANS**

After COUNTY review of the Checked Design Submittal (95%), CONTRACTOR will prepare the Final Contract Documents in accordance with the COUNTY's instructions, and provide the COUNTY and other agencies the opportunity to review the completed Bid Documents and direct minor revisions.

***CONTRACTOR will provide additional engineering effort to provide 100% Final PS&E, as described above, for work performed under Amendment No. 3.***

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 2.3.2 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a “Comments” letter to the CONTRACTOR with the COUNTY’s Comments to the 95% Design Submittal. The CONTRACTOR will prepare and submit a memo with “Response to Comments” received from the COUNTY’s “Comments” to the 95% Design Submittal.

### 2.3.3 BID DOCUMENTS

After COUNTY’s review of the 100% Final Submittal, any minor final revisions will be incorporated and six (6) sets of Completed Contract Documents will be prepared in accordance with the COUNTY’s instructions. Final Bid Documents will be submitted for signature by COUNTY.

### 100% DELIVERABLES

- A set of Plans at reduced scale (11” x 17”), signed and dated.
- A full size set of plans (24” x 36”) printed on vellum paper, signed and dated.
- A loose set of final signed specifications.
- A final Engineer’s Estimate.
- CD archive of Project electronic files including PDF of each plan sheet and AutoCAD files.

### 2.4 BIDDING PERIOD SERVICES

During the bidding period, the CONTRACTOR will prepare responses to any questions regarding the contract documents.

## PHASE III: CONSTRUCTION

### 3.1 CONSTRUCTION SUPPORT

Upon approval by the COUNTY of the construction support proposal, the CONTRACTOR will be available to interpret plans, revise designs, check and approve shop drawings and falsework plans, and make site visits as required during construction.

### 3.2 AS-BUILT PLANS

CONTRACTOR will prepare As-Built Plans at the conclusion of the construction activities to reflect the as-built construction details.

*CONTRACTOR will provide additional engineering effort in Phase III, as described above, for work performed under Amendment No. 3. These efforts will include review of stream diversion submittal, determination of staging and project access as well as coordination on hydraulic flows, supporting efforts with resources agencies.*

## PHASE IV: SUPPLEMENTAL SERVICES

This supplemental scope and accompanying budget has been provided to the COUNTY as requested to address issues that may arise during the environmental review and assessment process. An overall budget has been provided for use on these supplemental services. Said budget is not adequate to cover all supplemental services, but will be used to cover certain of them as may be required. Upon identification of the need for a supplemental service, CONTRACTOR shall alert COUNTY and request

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

approval to perform the service. Upon receipt of notice to proceed with the service by the COUNTY, CONTRACTOR shall perform the work.

### 4.1 PUBLIC OUTREACH MEETING

CONTRACTOR will attend a Public scoping meeting, to be scheduled by the COUNTY during the preparation of the environmental technical reports and prior to the start of the environmental documentation phase. CONTRACTOR will prepare meeting notices for distribution by COUNTY. CONTRACTOR will also prepare exhibits to be utilized at this Public meeting. These exhibits will include engineering drawings and concepts in order to discuss the Project with the Public.

A meeting summary report will be prepared by the CONTRACTOR to summarize the issues raised by the Public during the Public meeting. The information gathered at the Public scoping meeting will be used to identify key issues that should be addressed in the ED.

### DELIVERABLES

- Meeting Notices
- Exhibits for Public Meeting
- Meeting Summary Report

### 4.2 BIOLOGY TASKS

This Scope of Services addresses issues that may arise during the environmental review and assessment process (NES and BA) that may require site specific data to conclude with certainty the status of a species in the vicinity of a bridge project and the potential impacts to that species from the proposed Project. In assessing impacts to special status species and sensitive habitats at each of the sites, CONTRACTOR's primary approach will be to use existing data and information (i.e., vegetation types, habitat condition, and geographic range of species) gathered during the site survey to assess the presence and potential impacts to special-status species and habitats. In cases where CONTRACTOR is unable to come to a conclusion regarding a particular species or when there is a disagreement between the COUNTY and the resource agencies regarding the potential impact of a project, CONTRACTOR proposes to gather site specific field data to resolve the issue. Site specific, focused surveys would only be conducted after modifications to the Project area (access roads, staging areas) or construction methods have been reevaluated to avoid or minimize the potential impacts to species and their habitats. For example, if an access road is relocated to avoid a vernal pool, a vernal pool crustacean survey would not be required.

For the Project, CONTRACTOR has identified the additional field work that may be required to assess impacts to special-status species that occur in the vicinity of the bridge. A brief Scope of Services and budget are included for each survey type. Given the prohibitive costs of conducting some protocol level surveys, CONTRACTOR has limited the survey techniques employed to those that would provide useful information and are cost effective to conduct (e.g., aquatic sampling for salamander larvae rather than upland surveys for adult salamanders).

Based on preliminary research of documented and potentially occurring special status biological resources in the vicinity of the Project, the following species specific assessments and surveys may be necessary.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 4.2.1 SPECIAL-STATUS PLANT SURVEYS

#### *Field Survey*

CONTRACTOR will address the potential occurrence of special status plant species on the Project site in accordance with Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW 2009). CONTRACTOR will examine current Federal and State lists of special status plant species and current database records. In order to adequately assess the presence of the special status plant species potentially occurring on the Project site, three (3) surveys will be required. The surveys will be conducted between March and September depending on rainfall and other environmental factors. This survey schedule will cover the flowering periods of all the potential target species. One (1) Biologist can efficiently cover 100 percent (100%) of the Project site during one (1) survey day. If special status plant species are found, the plant or plant population will be recorded on field maps and/or with a handheld Global Positioning System (GPS) device and documented with digital photographs. All plant species identified on the Project site will be recorded in field notes.

#### *Report*

Following the final survey, CONTRACTOR will prepare a comprehensive report for submittal to the COUNTY detailing the special status plant survey methodology and results. The report will include an analysis of the occurrence or potential occurrence for all the special status plants (and sensitive vegetation communities) known from the Project site vicinity. If any special status plant species are detected on site, CONTRACTOR will prepare and include in the report a graphic displaying the locations of the resources observed.

### 4.2.2 CALIFORNIA RED LEGGED FROG (CRLF) SITE ASSESSMENT AND FIELD SURVEYS

#### *Site Assessment*

During the initial survey of the Biological Study Area (BSA) for the NES/BA, an assessment of CRLF habitat will be conducted. If required by Caltrans, CONTRACTOR will prepare a formal site assessment of the Project site for CRLF for submittal to the USFWS. The assessment will follow the protocol outlined in the Revised Guidance on Site Assessments and Field Surveys for the CRLF (USFWS 2005). CONTRACTOR will prepare the assessment based on the existing information and sources available in-house. The assessment will be submitted to the USFWS with a copy sent to the COUNTY.

#### *Field Survey*

If the USFWS requires surveys to be conducted, two (2) Biologists will conduct the surveys according to the guidance referenced above. Protocol level surveys require up eight (8) site visits over a minimum of six (6) weeks. If CRLFs are found on any given survey, subsequent surveys may not be required. Two (2) daytime surveys and four (4) night time surveys will be conducted during the breeding season (January through June); and one (1) daytime and one (1) night time survey will be conducted during the non-breeding season (July through September). Three (3) site visits will include both day and night surveys and two (2) site visits will include only night time surveys for a total of five (5) site visits. Daytime and night time surveys will be combined. At least seven (7) days will separate surveys. CONTRACTOR will prepare a report documenting the results of the surveys and submit the report to the USFWS.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### *Report*

CONTRACTOR will prepare a report of its findings for submission to the COUNTY and the resource agencies. The report will include the dates of the surveys and species observed. Occurrences of listed and other special status species observed during the survey will also be reported to the CNDDDB as required by Federal and State permits.

### 4.2.3 LEAST BELL'S VIREO (LBV)/WILLOW FLYCATCHER (WFL) PROTOCOL SURVEYS

#### *Field Survey*

To facilitate an accurate assessment of the presence/absence of LBV and WFL, CONTRACTOR will follow the suggested LBV Survey Guidelines (USFWS, 2001). One (1) Biologist will conduct at least eight (8) protocol level surveys during the nesting season (April 10 to July 31), with at least ten (10) days between surveys. One (1) Biologist can efficiently cover 100 percent (100%) of the Project site during one (1) survey day. The location of any LBV (or WFL) detected will be recorded on field maps and/or with a handheld GPS device. All bird species identified on the Project site will be recorded in field notes.

#### *Report*

CONTRACTOR will prepare a report documenting the survey dates and times, methodology, locations, and results. CONTRACTOR will submit the report to the USFWS and CDFW. If no LBV or WFL are observed during the survey period CONTRACTOR will recommend that the USFWS and the COUNTY consider that these species do not occur on the site.

### 4.2.4 SAN JOAQUIN KIT FOX (SJKF) PROTOCOL SURVEYS

#### *Habitat Assessment*

CONTRACTOR will prepare a formal site assessment of the Project site for SJKF. The assessment will follow the protocol outlined in the USFWS SJKF Survey Protocol for the Northern Range (USFWS 1999). CONTRACTOR will prepare the assessment based on the existing information and sources available to CONTRACTOR in-house. The assessment will be submitted to the USFWS with a copy sent to the COUNTY.

#### *Field Survey*

Due to the prohibitively high cost of the conducting full protocol level surveys for this species, CONTRACTOR proposes to conduct only a limited set of surveys for SJKF. The survey will consist of a burrow survey of the entire Project site including access roads and staging areas, and operation of camera stations at a density of eight (8) per 640 acres for ten (10) nights. CONTRACTOR assumes that the camera stations could be left for up to ten (10) days without changing batteries. Camera stations may be replaced with scent stations if the cameras cannot be secured and hidden.

#### *Report*

CONTRACTOR will prepare a report of their findings for submission to the COUNTY and the resource agencies. The report will include the dates of the surveys and species observed. Occurrences of listed and other special status species observed during the survey will also be reported to the CNDDDB as required by Federal and State permits.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 4.2.5 BURROWING OWL GUIDELINE SURVEYS

#### *Field Surveys*

During the initial survey of the BSA for the NES/BA, an assessment of burrowing owl habitat will be conducted. If suitable habitat is present, additional follow-up surveys to determine the status of (wintering, breeding) may be required. These follow-up surveys will consist of one (1) Biologist walking transects across the site while examining the ground for small mammal burrows suitable for use by burrowing owls. If suitable burrows are present, the Biologist will examine burrows for signs of recent burrowing owl activity (droppings, pellets, prey remains), as well as scan the area for owls. The surveys will be conducted from two (2) hours before to one (1) hour after sunset, or from one (1) hour before to two (2) hours after sunrise, in accordance with the CDFW's *Staff Report on Burrowing Owl Mitigation* (revised March 7, 2012).

#### *Report*

The results of the survey will be summarized in a letter report including photographs and maps.

### 4.2.6 VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS

For determining absence at a site, USFWS protocols for vernal pool invertebrates (1996) require negative findings from a minimum of two (2) seasons of surveys. The two (2) surveys can consist of two (2) wet season surveys (described below) or one (1) wet season and one (1) dry season survey. In CONTRACTOR's experience, the two (2) strategies (two (2) wet versus one (1) wet and one (1) dry) can each have their own benefits. The wet/wet is often more accurate, but takes a year and a half (1 ½ years) to complete and can be delayed if rainfall is below average. The wet/dry can be completed in less than one (1) year, but the cysts collected are not always identifiable to species.

#### *Wet Season Surveys*

Wet season surveys require sampling ponded areas on the site every two (2) weeks. These surveys begin when the pools fill and hold over one (1) inch of water. They continue until the pools dry or 120-days have passed. Should the pools dry and refill, the clock will restart. This scope includes the cost of one (1) Biologist visiting the site on eight (8) occasions during the 2014-2015 rainy season survey. This budget assumes that surveys will continue throughout the rainy season with no breaks. CONTRACTOR can expect to suspend surveys at any time should listed species be found.

For the wet season survey, CONTRACTOR will complete the following work:

- Coordination – CONTRACTOR will contact the USFWS for authorization to conduct the survey as required by the protocol.
- Conduct Wet Season Surveys – One (1) Biologist will visit the site every two (2) weeks once ponded areas begin to hold greater than one (1) inch of water. The Biologist will sample the pools with dip nets in order to capture any crustaceans that may be swimming in the water column. The Biologist will collect data and record observations. Specimens will be collected if necessary for identification in the lab or for deposition in museums as required in the protocol.
- Reporting – As required by permit, CONTRACTOR will provide a report presenting the results of these formal surveys to the USFWS within ninety (90) days of the completion

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

of field work. If any listed invertebrates are collected, CONTRACTOR will submit voucher specimens to the California Academy of Sciences as required by permit.

### *Dry Season Surveys*

Dry season surveys require collection of approximately one (1) liter of surface soil material from up to ten (10) different locations within each pool. Soils are wetted and poured through a series of sieves that will separate out particles that are the size of crustacean cysts. Sieved materials of the correct size are inspected for the presence of cysts under microscopes. For this budget, CONTRACTOR assumes up to five (5) pools may be present on the Project site.

For the 2014 or 2015 dry season surveys, CONTRACTOR will complete the following work:

- Coordination – CONTRACTOR will contact the USFWS for authorization to conduct the survey as required by the protocol.
- Collection of Soils – One (1) Biologist will make a one (1) day visit to the site to collect soil samples from the each of the ponding areas. Soils will be stored dry in plastic bags that are marked to indicate the location of collection.
- Sieving of material – One (1) Biologist will wet the soil samples and then pour the samples through a series of correctly sized sieves. The sieved material will be suspended in a saline solution to separate organic material from inorganic material. The remaining organic material will be collected on blotter paper and dried.
- Inspection of material – One (1) Biologist will inspect the sieved soil material searching for the presence of cysts. Observations will be recorded on USFWS data sheets. Any cysts will be identified to genus and the most likely species, then collected and saved as per the official protocol.
- Reporting – CONTRACTOR will also need to provide a report presenting the results of these formal surveys to the USFWS within ninety (90) days of the completion of lab work as specified in CONTRACTOR'S Federal permit. If any listed invertebrate cysts are collected, CONTRACTOR is also required to submit voucher specimens to the California Academy of Sciences.

### 4.2.7 BAT DETECTION SURVEYS

#### *Field Survey*

During the initial survey of the BSA for the NES/BA, an assessment of bat habitat on the existing bridge will be conducted. If special status bat species are or could be using the bridge more information on what areas of the bridge the species are using and in what capacity (maternity roosts, day roosts, and/or night roosts) may be required. To provide such information additional follow-up surveys may be required. Follow-up surveys would be conducted from late afternoon until after dark to observe bats in day roosts (e.g., expansion joints), watch for emerging bats at dusk, and survey known or potential night roosts after dark. One (1) to two (2) follow-up surveys, depending on the time of year the work is scheduled, would be conducted.

#### *Report*

The results of the survey will be summarized in a letter report.

### 4.3 IS/MND TASKS

If, during the course of the technical reporting and environmental documentation, unforeseen

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

environmental constraints or Project impacts are identified that would necessitate the preparation of an IS/MND to address CEQA requirements, the CONTRACTOR shall notify the COUNTY immediately to discuss whether the Project could be redesigned to avoid such impacts. If the Project could not be redesigned to avoid impacts, the CONTRACTOR shall request authorization to utilize the supplemental budget to prepare an IS/MND. The scope for the IS/MND is as follows:

### 4.3.1 IS/MND

Following approval of the draft technical reports, CONTRACTOR will prepare a comprehensive Administrative Draft IS/MND for review. Included in the IS/MND will be a Project Description, discussion of the environmental review process, and Project methodology. Technical studies prepared by CONTRACTOR and other Project team members will be summarized into the IS/MND document. Non-technical issue areas (e.g., land use, Public services and utilities, etc.) and issues anticipated to have no or minor environmental effects will also be documented in the IS/MND.

### DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Administrative Draft IS/MND

### 4.3.2 CIRCULATE DED FOR PUBLIC REVIEW

After receiving comments on the Administrative Draft IS/MND (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the DED for Public review.

CONTRACTOR will provide the preprint version of the DED to the COUNTY prior to Public circulation of the document. The purpose of submitting this preprint version will be to allow the COUNTY to review the changes to the document, resolve any remaining questions, and verify that the COUNTY is satisfied with the overall DED. After the COUNTY reviews and approves the document for printing, the DED will be circulated for Public review.

CONTRACTOR will distribute up to thirty (30) hard copies and sixteen (16) CDs of the document to a distribution list for the Project provided by the COUNTY. CONTRACTOR will provide PDF files to the COUNTY for posting on the COUNTY's website if desired. CONTRACTOR will prepare a Draft NOI and a Public NOA for the Public review DED for COUNTY's review and signature. The COUNTY will be responsible for publication of the Public notice in a general circulation newspaper. In addition, CONTRACTOR will file a NOC with the County Clerk and the SCH to begin the required Public review period.

### DELIVERABLES

- Thirty (30) print copies and sixteen (16) CDs with PDF files of the Public review DED (Fifteen (15) CDs for the SCH and one (1) CD for the COUNTY's use in posting on the COUNTY's website);
- Draft NOI, NOA, and NOC.

### 4.3.3 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT

Upon close of the Public review period, CONTRACTOR will review the Public and agency

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

comments on the DED and will coordinate with the COUNTY to strategize the preparation of the responses to comments. It is anticipated that the Public comments will not be extensive, and therefore, this scope and budget is based on responding to approximately twenty-five (25) comments on the Project. CONTRACTOR's budget estimate includes a level of effort accordingly, for this task. Should additional labor effort be needed to respond to comments on the DED, CONTRACTOR will obtain authorization of additional budget from the COUNTY prior to any such expenditure.

CONTRACTOR will respond to the comments received on the DED in coordination with the COUNTY, and will submit the draft responses to the COUNTY for review.

### 4.3.4 FINAL ED

Following the COUNTY's review of the draft responses to comments, the DED that was distributed for Public review will be revised as required to incorporate relevant comments/data received during the Public review period. Revisions to the DED will be identified in track changes/redline in the MS Word file to facilitate subsequent review. All comments received on the DED during the Public review period, as well as the responses to comments, will be included as an appendix to the Final ED.

CONTRACTOR will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the Project. The Draft MMRP will be submitted to the COUNTY for review and comment, and the Final MMRP, along with the Final Responses to Comments and Final ED, will be provided to the COUNTY for approval.

Following COUNTY approval of the Final IS/MND, CONTRACTOR will prepare and file an NOD with the County Clerk and SCH. If the environmental review indicates that the Project would not qualify for the CDFW fee exemption, the CONTRACTOR will provide a check for the fee to be submitted to the County Clerk with the NOD. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the CDFW.

### DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft MMRP
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final MMRP

### 4.4 FULL FOOTING REHABILITATION SCOUR MITIGATION

In order for this supplemental task to be approved, it would require recommendation from the CONTRACTOR and agreement by the COUNTY, during the Preliminary Engineering Phase, that either the existing foundations or the existing soils materials are so compromised that the preferred scour mitigation plan will not be adequate. CONTRACTOR will then need to design a full footing rehabilitation which will require the design of new pile supports to replace/augment the existing foundations. This will require additional geotechnical investigation, additional as well as deeper borings and recommendations, development of analytical models and additional

## **EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

analysis to insure an adequate load path. With the increased size of the footings, this will likely require additional hydraulic modeling and additional local pier scour recommendations. This scour mitigation concept will require additional coordination with environmental resource agencies and development of additional impact quantities. This concept would also require additional development of specifications, quantities and a more extensive independent design check as well as QA/Quality Control (QC) review.

### **DELIVERABLES**

- Additional Geotechnical Investigations and Recommendations
- Analytical Models with New Foundations
- Additional Engineering Plans
- Additional Technical Specifications and Estimates

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### WORK NOT INCLUDED

This Scope of Services does not include tasks identified as not included in the Scope of Services:

- Topographic surveying.
- Slope protection plans except as required to protect bridge foundations.
- Landscaping and street lighting design, except as required by the CEQA/NEPA documents or regulatory environmental permits.
- Feasibility or planning studies for future channel flood control improvement.
- Service load or load rating of existing bridge.
- Seismic vulnerability, evaluation and rehabilitation of the existing bridge.
- Design of temporary or permanent channel mitigation measures.
- Handling and disposal of hazardous materials.
- Depiction of any recommended maintenance work.
- Construction contract administration.

### MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY THE COUNTY

- Topographic survey data.
- Available pertinent information, data and reports of the surrounding area, such as adjacent project plans, reports, specifications, etc.

### WORK PERFORMED BY THE COUNTY

The COUNTY will perform tasks as identified in the above Scope of Services and the following:

- Review and Comment on Design Submittals
- Project Approval
- Preparation and execution of utility agreements
- PS&E Approval
- Advertise for Bids
- Award of Construction Contract
- Advertising and bidding administration
- Process right of entry requests for surveying and subsurface exploration

**ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A-2 OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST SHALL NOT BE PROVIDED BY THE CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY THE COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.**

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### PAYMENT PROVISIONS

#### PHASE 0, I, II, AND III - BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Revised Rate Schedule, effective March 11, 2019 and attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by COUNTY. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: [http://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR will invoice monthly for payment of services provided and costs incurred, including actual hours worked by task, staff member and associated cost which was incurred during the previous month.

#### PHASE IV - SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be at the standard hourly rates specified in CONTRACTOR's Revised Rate Schedule, effective March 11, 2019 and attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.

1. COUNTY shall reimburse the CONTRACTOR at standard hourly rates as listed in the attached Revised Rate Schedule.
2. CONTRACTOR shall be reimbursed for travel expenses incurred in accordance with Paragraph 3 above, under Basic Services.

#### TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Revised Rate Schedule are effective on March 11, 2019 and are valid through the amended term of this Agreement. A further rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects. If approved by COUNTY, the revised hourly rates must be amended into this Agreement.

For billing purposes work shall be segregated between Basic and Supplemental Services.

The total amount payable by COUNTY for work under this Agreement for Basic Services (Phase 0, I, II and III) in the amount of \$325,995.00 shall be increased by \$240,637.00 for a total not to exceed amount of \$566,632.00. Any further increase to the amount must be authorized by COUNTY through an amendment to this Agreement.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

The total amount payable by COUNTY for work under this Agreement for Supplemental Services (Phase IV) in the amount of \$169,252.00 shall be increased by \$16,489.00 for a total not to exceed amount of \$185,741.00. Any further increase to the amount must be authorized by COUNTY through an amendment to this Agreement.

The total amount payable by COUNTY for work under this Agreement for Basic and Supplemental Services is increased by \$257,126.00 for a total Agreement amount not to exceed \$752,373.00. Any further increase to the amount must be authorized by COUNTY through an amendment to this Agreement.

## EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.

### REVISED RATE SCHEDULE

#### LABOR RATES

Personnel Classification	2019-20	2021
Project Manager	\$ 260.00	\$270.00
Project Engineer/Coordinator	\$ 185.00	\$190.00
Environmental Manager	\$ 180.00	\$185.00
Certified Industrial Hygienist	\$ 180.00	\$185.00
Senior Engineer	\$ 155.00	\$160.00
ISA Scientist	\$ 140.00	\$145.00
Engineer II	\$ 130.00	\$135.00
Engineer I	\$ 100.00	\$105.00
CADD Supervisor	\$ 145.00	\$150.00
CADD Technician	\$ 95.00	\$100.00
Desktop Publisher	\$ 77.00	\$80.00
Administrative Assistant	\$ 77.00	\$80.00

The 2019-2020 rates are effective from March 11, 2019 through December 31, 2020. The 2021 rates are effective from January 1, 2021 through December 31, 2021. Similarly titled staff will be billed at equivalent rates (i.e. Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer)

#### DIRECT EXPENSE UNIT RATES

Mileage: Current IRS Mileage Rate, currently \$0.58 per mile

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at: [http://www.co.monterey.ca.us/auditor/pdfs/County Travel Business Expense Policy 1 2-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_1_2-5-12.pdf). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.  
 COST FOR BASIC AND SUPPLEMENTAL SERVICES

PROJECT

County of Monterey  
Bradley Road Bridge Scour Repair

FIRM	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	\$ 18,685	\$ 541	\$ 3,274	\$ -	\$ 21,959	\$ 541	\$ 22,500
QUINCY	\$ 95,585	\$ 420	\$ -	\$ -	\$ 95,585	\$ 420	\$ 96,005
LSA	\$ 122,295	\$ -	\$ 11,115	\$ 2,100	\$ 133,410	\$ 2,100	\$ 135,510
PARIKH	\$ 1,536	\$ -	\$ -	\$ -	\$ 1,536	\$ -	\$ 1,536
WRECO	\$ 1,575	\$ -	\$ -	\$ -	\$ 1,575	\$ -	\$ 1,575
<b>TOTALS</b>	<b>\$ 239,676</b>	<b>\$ 961</b>	<b>\$ 14,389</b>	<b>\$ 2,100</b>	<b>\$ 254,065</b>	<b>\$ 3,061</b>	<b>\$ 257,126</b>
	<b>\$240,637</b>		<b>\$16,489</b>		<b>\$257,126</b>		

\* ODC - Other Direct Costs

TRC Engineers, Inc  
 Bradley Road Bridge Scour Repair  
 RMA - Public Works

County of Monterey		TRC ENGINEERS, INC							
Bradley Road Bridge Scour Repair		HOURS & DESIGN FEE WORKSHEET							
Task Description		Project Manager	Project Engineer	Admin / Publishing	Total Hours	Total \$			
		M. Imbricani	T. Lambert	T. Maschler					
	Hours	Hours	Hours						
<b>Phase 0</b>	<b>PROJECT MANAGEMENT</b>								
0.1	PROJECT MANAGEMENT	21	8	5	34	\$7,325			
0.2	PROJECT INITIATION								
0.3	COORDINATION MEETINGS	8			8	\$2,080			
0.4	DESIGN REVIEW MEETINGS	8			8	\$2,080			
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION	12			12	\$3,120			
<b>PHASE I</b>	<b>PRELIMINARY ENGINEERING &amp; REPORTS</b>								
1.1	TOPOGRAPHIC SURVEYING								
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS								
1.1.2	TOPOGRAPHICAL PLAN								
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS								
1.2.1	PRELIMINARY ASSESSMENT								
1.2.2	FIELD RECONNAISSANCE								
1.2.3	HYDROLOGIC DATA								
1.2.4	HYDRAULIC ANALYSIS								
1.2.5	SCOUR ANALYSIS								
1.2.6	COUNTERMEASURES DESIGN								
1.2.7	DESIGN HYDRAULIC STUDY REPORT								
1.3	GEOTECHNICAL INVESTIGATION								
1.4	UTILITY COORDINATION								
1.5	RIGHT-OF-WAY ENGINEERING								
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)								
1.7	ENVIRONMENTAL DOCUMENTS								
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION								
1.7.1.1	KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW								
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS								
1.7.1.3	PROJECT DESCRIPTION								
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES								
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)								
1.7.2.2	JURISDICTIONAL DELINEATION (JD)								
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)								
1.7.2.4	CULTURAL RESOURCES								
1.7.2.5	GEOLOGY								
1.7.2.6	HAZARDOUS MATERIALS		4		4	\$740			
1.7.2.7	HYDROLOGY AND WATER QUALITY								
1.7.2.8	FLOODPLAIN EVALUATION REPORT	4	4	2	8	\$1,780			
1.7.2.9	NOISE								
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS								
1.7.4	FINAL TECHNICAL STUDIES								
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS								
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW								
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT								
1.7.6	FINAL ED								
1.7.7	PERMITTING								
1.7.8	MEETING/HEARING ATTENDANCE								
1.8	35% SUBMITTAL: PRELIMINARY DESIGN AND TYPE SELECTION:								
1.8.1	PRELIMINARY STRATEGY REPORT								
1.8.2	35% PRELIMINARY PLANS								
<b>PHASE II</b>	<b>FINAL DESIGN</b>								
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)								
2.1.1	65% COMPLETE PLANS								
2.1.2	65% COMPLETE SPECIFICATIONS								
2.1.3	65% CONSTRUCTION COST ESTIMATE								
2.1.4	MEMORANDUM RESPONSE TO COMMENTS								
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)								
2.2.1	95% COMPLETE PLANS								
2.2.2	95% COMPLETE SPECIFICATIONS								
2.2.3	95% CONSTRUCTION COST ESTIMATE								
2.2.4	QUALITY ASSURANCE REVIEW	6			6	\$1,560			
2.2.5	MEMORANDUM RESPONSE TO COMMENTS								
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)								
2.3.1	100% FINAL PLANS								
2.3.2	MEMORANDUM RESPONSE TO COMMENTS								
2.3.3	BID DOCUMENTS:								
2.4	BIDDING PERIOD SERVICES								
<b>PHASE III</b>	<b>CONSTRUCTION</b>								
3.1	CONSTRUCTION SUPPORT								
3.2	AS-BUILT PLANS								
<b>Phase IV</b>	<b>SUPPLEMENTAL TASKS</b>								
4.1	PUBLIC OUTREACH MEETING								
4.2	BIOLOGY TASKS	12		2	14	\$3,274			
4.2.1	SPECIAL STATUS PLANT SURVEYS								
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT								
4.2.3	LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER								
4.2.4	PROTOCOL SURVEYS								
4.2.5	SAN JOAQUIN KIT FOX PROTOCOL SURVEYS								
4.2.6	BURROWING OWL GUIDELINE SURVEYS								
4.2.7	VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS								
4.3	BAT DETECTION SURVEYS								
4.4	IS/MND TASKS								
4.4	FULL FOOTING REHABILITATION SCOUR MITIGATION								
		Hrs	71	Hrs	16	Hrs	7	94	\$21,959
		Rate	280.00	Rate	185.00	Rate	77.00		
		Fee/Classification	18460	2960	539	94		\$21,959	
		% of Total Hours/Classification	76%	17%	7%	100%			
<b>Notes:</b>		ODCs Mileage \$209 Overnight Mail \$40 Misc \$112 Lodging \$180 Total ODCs \$541 Grand Total \$22,500							

County of Monterey **Quincy Engineering**  
 Bradley Road Bridge Scour Repair **HOURS & DESIGN FEE WORKSHEET**

Task Description	LABOR											Total Hours	Total \$			
	Principal in Charge	Project Manager	Senior Engineer Bridge PE Scott McCowley	Senior Engineer Roadway PE Garret Kocougin	Associate Engineer Bridge Staff	Associate Engineer Roadway Staff	Assistant Engineer II Staff	Assistant Engineer Staff	Senior Engineer Specifications Staff	Senior Engineer QA/QC Staff	CADD Technician Staff					
	John Quincy	Mark Keno	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours					
<b>Phase 0 PROJECT MANAGEMENT</b>																
0.1 PROJECT MANAGEMENT		32													32	\$8,480
0.2 PROJECT INITIATION																
0.3 COORDINATION MEETINGS		20	8	2											30	\$7,330
0.4 DESIGN REVIEW MEETINGS		4	2	4											10	\$2,320
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION		16		2											18	\$4,670
<b>PHASE I PRELIMINARY ENGINEERING &amp; REPORTS</b>																
1.1 TOPOGRAPHIC SURVEYING																
1.1.1 HYDRAULIC HEC-RAS CROSS-SECTIONS																
1.1.2 TOPOGRAPHICAL PLAN																
1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS																
1.2.1 PRELIMINARY ASSESSMENT																
1.2.2 FIELD RECONNAISSANCE																
1.2.3 HYDROLOGIC DATA																
1.2.4 HYDRAULIC ANALYSIS																
1.2.5 SCOUR ANALYSIS																
1.2.6 COUNTERMEASURES DESIGN																
1.2.7 DESIGN HYDRAULIC STUDY REPORT																
1.3 GEOTECHNICAL INVESTIGATION																
1.4 UTILITY COORDINATION																
1.5 RIGHT-OF-WAY ENGINEERING		2	4	16				8							30	\$6,130
1.6 RIGHT-OF-WAY ACQUISITION (BY COUNTY)																
1.7 ENVIRONMENTAL DOCUMENTS		16	24	24	16	16							16	112	\$21,240	
1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION																
1.7.1.1 KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW																
1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS																
1.7.1.3 PROJECT DESCRIPTION																
1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES																
1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)																
1.7.2.2 JURISDICTIONAL DELINEATION (JD)																
1.7.2.3 BIOLOGICAL ASSESSMENT (BA)																
1.7.2.4 CULTURAL RESOURCES																
1.7.2.5 GEOLOGY																
1.7.2.6 HAZARDOUS MATERIALS																
1.7.2.7 HYDROLOGY AND WATER QUALITY																
1.7.2.8 FLOODPLAIN EVALUATION REPORT																
1.7.2.9 NOISE																
1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS																
1.7.4 FINAL TECHNICAL STUDIES																
1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS																
1.7.5.1 CIRCULATE DRAFT ED FOR PUBLIC REVIEW																
1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT																
1.7.6 FINAL ED																
1.7.7 PERMITTING																
1.7.8 MEETING/HEARING ATTENDANCE																
1.8 35% SUBMITTAL: PRELIMINARY DESIGN AND TYPE SELECTION:																
1.8.1 PRELIMINARY STRATEGY REPORT																
1.8.2 35% PRELIMINARY PLANS																
<b>PHASE II FINAL DESIGN</b>																
2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)			8	24	20	8	8						24	92	\$16,340	
2.1.1 65% COMPLETE PLANS																
2.1.2 65% COMPLETE SPECIFICATIONS												4		4	\$900	
2.1.3 65% CONSTRUCTION COST ESTIMATE				2	4	2	4							12	\$2,280	
2.1.4 MEMORANDUM RESPONSE TO COMMENTS																
2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)			1	4	8	2	8						12	36	\$5,685	
2.2.1 95% COMPLETE PLANS			1	4	2	8										
2.2.2 95% COMPLETE SPECIFICATIONS				4	2					8		4		19	\$4,235	
2.2.3 95% CONSTRUCTION COST ESTIMATE				2	2	2	2							8	\$1,510	
2.2.4 QUALITY ASSURANCE REVIEW																
2.2.5 MEMORANDUM RESPONSE TO COMMENTS																
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)			1	2	4							2		4	13	\$2,385
2.3.1 100% FINAL PLANS																
2.3.2 MEMORANDUM RESPONSE TO COMMENTS																
2.3.3 BID DOCUMENTS:																
2.4 BIDDING PERIOD SERVICES																
<b>PHASE III CONSTRUCTION</b>																
3.1 CONSTRUCTION SUPPORT			16	16	8	24								64	\$12,080	
3.2 AS-BUILT PLANS																
<b>Phase IV SUPPLEMENTAL TASKS</b>																
4.1 PUBLIC OUTREACH MEETING																
4.2 BIOLOGY TASKS																
4.2.1 SPECIAL STATUS PLANT SURVEYS																
4.2.2 CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT																
4.2.3 LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER PROTOCOL SURVEYS																
4.2.4 SAN JOAQUIN KIT FOX PROTOCOL SURVEYS																
4.2.5 BURROWING OWL GUIDELINE SURVEYS																
4.2.6 VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS																
4.2.7 BAT DETECTION SURVEYS																
4.3 IS/MND TASKS																
4.4 FULL FOOTING REHABILITATION SCOUR MITIGATION																
<b>Loaded Billing Rate</b>	265.00	101	92	104	38	70				10	8		56	479	\$95,585	
<b>Basic Labor Cost</b>	-	26,785	18,400	22,360	6,460	11,900				2,300	1,800		5,600	479	\$95,585	
<b>% of Total Hours by Classification</b>		21%	19%	22%	8%	15%				2%	2%		12%	100%		

Notes:

ODCs  
 1 Travel \$420  
 2 Pier Dient/ Hotel  
 3 Delivery  
 4 Mounting Boards for Presentations

**Total ODCs \$420**  
**Grand Total \$96,005**

County of Monterey		LSA ASSOCIATES, INC														Total	Total
Bradley Road Bridge Scour Repair		HOURS & DESIGN FEE WORKSHEET														Hours	\$
Task Description	LABOR														Total Hours	Total \$	
	Principal	Project Manager	Environmental Planner	Assistant Environmental Planner	Biology Principal	Senior Biologist	Wetland Biologist	Cultural Resources Principal	Archaeologist	Water Quality Specialist	Senior Noise Specialist	GIS Specialist	Word Processing	Other			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
Phase 0	PROJECT MANAGEMENT																
0.1	PROJECT MANAGEMENT																
0.2	PROJECT INITIATION																
0.3	COORDINATION MEETINGS																
0.4	DESIGN REVIEW MEETINGS																
0.5	CALTRANS LOCAL ASSISTANCE COORDINATION																
PHASE I	PRELIMINARY ENGINEERING & REPORTS																
1.1	TOPOGRAPHIC SURVEYS																
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS																
1.1.2	TOPOGRAPHICAL PLAN																
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS																
1.2.1	PRELIMINARY ASSESSMENT																
1.2.2	FIELD RECONNAISSANCE																
1.2.3	HYDROLOGIC DATA																
1.2.4	HYDRAULIC ANALYSIS																
1.2.5	SCOUR ANALYSIS																
1.2.6	COUNTERMEASURES DESIGN																
1.2.7	DESIGN HYDRAULIC STUDY REPORT																
1.3	GEOTECHNICAL INVESTIGATION																
1.4	UTILITY COORDINATION																
1.5	RIGHT-OF-WAY ENGINEERING																
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)																
1.7	ENVIRONMENTAL DOCUMENTS																
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION																
1.7.1.1			8	8		8									24	\$3,890	
1.7.1.2											4				184	\$30,320	
1.7.1.3			66	66		66					4				42	\$6,580	
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES																
1.7.2.1			8			8		34						24	6	141	\$20,500
1.7.2.2	JURISDICTIONAL DELINEATION (JD)																
1.7.2.3			2			2									2	2	\$230
1.7.2.4			4			4									2	60	\$9,190
1.7.2.5			4			4			6	39				8	2	70	\$10,160
1.7.2.6	HAZARDOUS MATERIALS																
1.7.2.7	HYDROLOGY AND WATER QUALITY																
1.7.2.8	FLOODPLAIN EVALUATION REPORT																
1.7.2.9	NOISE																
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS																
1.7.4	FINAL TECHNICAL STUDIES																
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS																
1.7.5.1			12	24	24	24	4							4	13	74	\$12,000
1.7.5.2			1	12	6	16								8	13	82	\$11,970
1.7.6	FINAL ED																
1.7.7	PERMITTING																
1.7.8	MEETING/HEARING ATTENDANCE																
1.8	35% SUBMITTAL, PRELIMINARY DESIGN AND TYPE SELECTION																
1.8.1	PRELIMINARY STRATEGY REPORT																
1.8.2	35% PRELIMINARY PLANS																
PHASE II	FINAL DESIGN																
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)																
2.1.1	65% COMPLETE PLANS																
2.1.2	65% COMPLETE SPECIFICATIONS																
2.1.3	65% CONSTRUCTION COST ESTIMATE																
2.1.4	MEMORANDUM RESPONSE TO COMMENTS																
2.2	CHECKED DESIGN SUBMITTAL (85% PS&E)																
2.2.1	85% COMPLETE PLANS																
2.2.2	85% COMPLETE SPECIFICATIONS																
2.2.3	85% CONSTRUCTION COST ESTIMATE																
2.2.4	QUALITY ASSURANCE REVIEW																
2.2.5	MEMORANDUM RESPONSE TO COMMENTS																
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)																
2.3.1	100% FINAL PLANS																
2.3.2	MEMORANDUM RESPONSE TO COMMENTS																
2.3.3	BID DOCUMENTS																
2.4	BIDDING PERIOD SERVICES																
PHASE III	CONSTRUCTION																
3.1	CONSTRUCTION SUPPORT																
3.2	AS-BUILT PLANS																
PHASE IV	SUPPLEMENTAL TASKS																
4.1			1	16		8										26	\$4,350
4.2	BIOLOGY TASKS																
4.2.1						1		3	46							54	\$6,765
4.2.2	SPECIAL STATUS PLANT SURVEYS																
4.2.3	CRFP SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT																
4.2.4	LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER																
4.2.5	PROTOCOL SURVEYS																
4.2.6	SAN JOAQUIN KIT FOX PROTOCOL SURVEYS																
4.2.7	BURROWING OWL GUIDELINE SURVEYS																
4.2.8	VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS																
4.2.9	BAT DETECTION SURVEYS																
4.3	ISMND TASKS																
4.4	FULL FOOTING REHABILITATION SCOUR MITIGATION																
	Loaded Billing Rate	350.00	200.00	160.00	100.00	190.00	146.00	120.00	185.00	135.00	185.00	155.00	130.00	115.00	53	884	\$133,410
	Cost	700	33,400	24,300	7,200	4,180	25,955	9,600	1,140	6,750	2,220	930	8,980	1,950	6,095	884	\$133,410
	% of Total Hours by Classification	0%	19%	18%	8%	2%	20%	9%	1%	6%	1%	7%	2%	8%	100%		

Notes:  
 BASIC TASK ODCS  
 Reimbursables (copies of technical studies, 5/MND, presentation graphics) \$ 4,975  
 Permits CEQA to CDFW \$2,300 This is just an estimate as 2019 fees are not available at this time.  
 Permits CDFW 3602 \$ 5,146  
 Permits RWQCS-001 \$1,500 to submit the application + \$1,500 annual fee for as long as the permit is active + fee based on project impacts. For example, 1 acre of impacts = \$12,000.

SUPPLEMENTAL TASK ODCS																	\$2,100
Reimbursables																	\$ 2,100
<b>Grand Total</b>																	<b>\$135,510</b>

County of Monterey Parikh CONSULTANTS, INC  
 Bradley Road Bridge Scour Repair HOURS & DESIGN FEE WORKSHEET

Task Description	LABOR										Total Hours	Total \$
	Project Manager	Senior Proj. Eng.	Project Engineer	Staff Engineer	Field Engineer	Laboratory Technician	Engineering Draftsperson	Contract Manager	Senior Eng. Geologist			
	G. Parikh	D. Wang	L. Ottakol						J. Baker			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours			
<b>Phase 0 PROJECT MANAGEMENT</b>												
0.1 PROJECT MANAGEMENT												
0.2 PROJECT INITIATION												
0.3 COORDINATION MEETINGS												
0.4 DESIGN REVIEW MEETINGS												
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION												
<b>PHASE I PRELIMINARY ENGINEERING &amp; REPORTS</b>												
1.1 TOPOGRAPHIC SURVEYING												
1.1.1 HYDRAULIC HEC-RAS CROSS-SECTIONS												
1.1.2 TOPOGRAPHICAL PLAN												
1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS												
1.2.1 PRELIMINARY ASSESSMENT												
1.2.2 FIELD RECONNAISSANCE												
1.2.3 HYDROLOGIC DATA												
1.2.4 HYDRAULIC ANALYSIS												
1.2.5 SCOUR ANALYSIS												
1.2.6 COUNTERMEASURES DESIGN												
1.2.7 DESIGN HYDRAULIC STUDY REPORT												
1.3 GEOTECHNICAL INVESTIGATION		2	8								10	\$1,636
1.4 UTILITY COORDINATION												
1.5 RIGHT-OF-WAY ENGINEERING												
1.6 RIGHT-OF-WAY ACQUISITION (BY COUNTY)												
1.7 ENVIRONMENTAL DOCUMENTS												
1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION												
1.7.1.1 KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW												
1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS												
1.7.1.3 PROJECT DESCRIPTION												
1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES												
1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)												
1.7.2.2 JURISDICTIONAL DELINEATION (JD)												
1.7.2.3 BIOLOGICAL ASSESSMENT (BA)												
1.7.2.4 CULTURAL RESOURCES												
1.7.2.5 GEOLOGY												
1.7.2.6 HAZARDOUS MATERIALS												
1.7.2.7 HYDROLOGY AND WATER QUALITY												
1.7.2.8 FLOODPLAIN EVALUATION REPORT												
1.7.2.9 NOISE												
1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS												
1.7.4 FINAL TECHNICAL STUDIES												
1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS												
1.7.5.1 CIRCULATE DRAFT ED FOR PUBLIC REVIEW												
1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT												
1.7.6 FINAL ED												
1.7.7 PERMITTING												
1.7.8 MEETING/HEARING ATTENDANCE												
1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION:												
1.8.1 PRELIMINARY STRATEGY REPORT												
1.8.2 35% PRELIMINARY PLANS												
<b>PHASE II FINAL DESIGN</b>												
2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)												
2.1.1 65% COMPLETE PLANS												
2.1.2 65% COMPLETE SPECIFICATIONS												
2.1.3 65% CONSTRUCTION COST ESTIMATE												
2.1.4 MEMORANDUM RESPONSE TO COMMENTS												
2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)												
2.2.1 95% COMPLETE PLANS												
2.2.2 95% COMPLETE SPECIFICATIONS												
2.2.3 95% CONSTRUCTION COST ESTIMATE												
2.2.4 QUALITY ASSURANCE REVIEW												
2.2.5 MEMORANDUM RESPONSE TO COMMENTS												
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)												
2.3.1 100% FINAL PLANS												
2.3.2 MEMORANDUM RESPONSE TO COMMENTS												
2.3.3 BID DOCUMENTS:												
2.4 BIDDING PERIOD SERVICES												
<b>PHASE III CONSTRUCTION</b>												
3.1 CONSTRUCTION SUPPORT												
3.2 AS-BUILT PLANS												
<b>Phase IV SUPPLEMENTAL TASKS</b>												
4.1 PUBLIC OUTREACH MEETING												
4.2 BIOLOGY TASKS												
4.2.1 SPECIAL-STATUS PLANT SURVEYS												
4.2.2 CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT												
4.2.3 LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER PROTOCOL SURVEYS												
4.2.4 SAN JOAQUIN KIT FOX PROTOCOL SURVEYS												
4.2.5 BURROWING OWL GUIDELINE SURVEYS												
4.2.6 VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS												
4.2.7 BAT DETECTION SURVEYS												
4.3 IS/MND TASKS												
4.4 FULL FOOTING REHABILITATION SCOUR MITIGATION												
<b>Summary</b>												
<b>Loaded Billing Rate</b>	278.20	201.70	141.60	108.90	132.80	96.50	105.30	180.90	189.60		10	\$1,636
<b>Cost</b>	-	403	1,133	-	-	-	-	-	-		10	\$1,636
<b>% of Total Hours by Classification</b>		20%	80%								100%	

Notes:

ODCs  
 1 Drilling Rig  
 2 Grouting holes  
 3 Traffic control  
 4 Reproduction  
 5 Fish & Game Permit

Total ODCs \$ -  
 Grand Total \$ 1,536

County of Monterey Bradley Road Bridge Scour Repair	<b>Wreco</b> HOURS & DESIGN FEE WORKSHEET
--	--

Task Description	LABOR								Total Hours	Total \$
	Principal Engineer	Supervising Engineer	Senior Engineer	Associate Engineer	Staff Engineer	Technician	Clerical/Tech Editor			
	H. Liang	C. Sewall	W. Wana	Z. Kou	BD	M Du	P Pereman			
Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
<b>Phase 0 PROJECT MANAGEMENT</b>										
0.1 PROJECT MANAGEMENT										
0.2 PROJECT INITIATION										
0.3 COORDINATION MEETINGS										
0.4 DESIGN REVIEW MEETINGS										
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION										
<b>PHASE I PRELIMINARY ENGINEERING &amp; REPORTS</b>										
1.1 TOPOGRAPHIC SURVEYING										
1.1.1 HYDRAULIC HEC-RAS CROSS-SECTIONS										
1.1.2 TOPOGRAPHICAL PLAN										
1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS										
1.2.1 PRELIMINARY ASSESSMENT										
1.2.2 FIELD RECONNAISSANCE										
1.2.3 HYDROLOGIC DATA										
1.2.4 HYDRAULIC ANALYSIS	1		7						8	\$1,575
1.2.5 SCOUR ANALYSIS										
1.2.6 COUNTERMEASURES DESIGN										
1.2.7 DESIGN HYDRAULIC STUDY REPORT										
1.3 GEOTECHNICAL INVESTIGATION										
1.4 UTILITY COORDINATION										
1.5 RIGHT-OF-WAY ENGINEERING										
1.6 RIGHT-OF-WAY ACQUISITION (BY COUNTY)										
1.7 ENVIRONMENTAL DOCUMENTS										
1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION										
1.7.1.1 KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW										
1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS										
1.7.1.3 PROJECT DESCRIPTION										
1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES										
1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)										
1.7.2.2 JURISDICTIONAL DELINEATION (JD)										
1.7.2.3 BIOLOGICAL ASSESSMENT (BA)										
1.7.2.4 CULTURAL RESOURCES										
1.7.2.5 GEOLOGY										
1.7.2.6 HAZARDOUS MATERIALS										
1.7.2.7 HYDROLOGY AND WATER QUALITY										
1.7.2.8 FLOODPLAIN EVALUATION REPORT										
1.7.2.9 NOISE										
1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS										
1.7.4 FINAL TECHNICAL STUDIES										
1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC ENVIRONMENTAL DOCUMENTS										
1.7.5.1 CIRCULATE DRAFT FOR PUBLIC REVIEW										
1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT										
1.7.6 FINAL ED										
1.7.7 PERMITTING										
1.7.8 MEETING/HEARING ATTENDANCE										
1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION										
1.8.1 PRELIMINARY STRATEGY REPORT										
1.8.2 35% PRELIMINARY PLANS										
<b>PHASE II FINAL DESIGN</b>										
2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)										
2.1.1 65% COMPLETE PLANS										
2.1.2 65% COMPLETE SPECIFICATIONS										
2.1.3 65% CONSTRUCTION COST ESTIMATE										
2.1.4 MEMORANDUM RESPONSE TO COMMENTS										
2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)										
2.2.1 95% COMPLETE PLANS										
2.2.2 95% COMPLETE SPECIFICATIONS										
2.2.3 95% CONSTRUCTION COST ESTIMATE										
2.2.4 QUALITY ASSURANCE REVIEW										
2.2.5 MEMORANDUM RESPONSE TO COMMENTS										
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)										
2.3.1 100% FINAL PLANS										
2.3.2 MEMORANDUM RESPONSE TO COMMENTS										
2.3.3 BID DOCUMENTS										
2.4 BIDDING PERIOD SERVICES										
<b>PHASE III CONSTRUCTION</b>										
3.1 CONSTRUCTION SUPPORT										
3.2 AS-BUILT PLANS										
<b>Phase IV SUPPLEMENTAL TASKS</b>										
4.1 PUBLIC OUTREACH MEETING										
4.2 BIOLOGY TASKS										
4.2.1 SPECIAL STATUS PLANT SURVEYS										
4.2.2 CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT										
4.2.3 LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER PROTOCOL SURVEYS										
4.2.4 SAN JOAQUIN KIT FOX PROTOCOL SURVEYS										
4.2.5 BURROWING OWL GUIDELINE SURVEYS										
4.2.6 VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS										
4.2.7 BAT DETECTION SURVEYS										
4.3 IS/MND TASKS										
4.4 FULL FOOTING REHABILITATION SCOUR MITIGATION										
<b>Loaded Billing Rate</b>	1		7						8	\$1,575
<b>Cost</b>	280.00	200.00	185.00	120.00	95.00	80.00	80.00		8	\$1,575
<b>% of Total Hours by Classification</b>	13%		88%						100%	

Notes:	<b>ODCs</b>
	1 Travel /Per Diem
	2 Office Misc/Repro
	3
	4
	5
	6
	7
<b>Total ODCs</b>	
<b>Grand Total</b>	<b>\$1,575</b>

**AMENDMENT NO. 2  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
TRC ENGINEERS, INC.**

**THIS AMENDMENT NO. 2** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, 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**, CONTRACTOR entered into a Professional Services Agreement with County on March 11, 2015 (hereinafter, "Agreement") to provide bridge design services (hereinafter, "Services") for the Bradley Road Bridge Scour Repair, County Bridge No. 448 (hereinafter, "Project") through March 10, 2018 for an amount not to exceed \$495,247; and

**WHEREAS**, Agreement was amended by the Parties on August 18, 2015 (hereinafter, "Amendment No. 1 including Exhibit A-1, Revised Rate Schedule") to revise the Rate Schedule with no increase in the not to exceed amount; and

**WHEREAS**, County has a continued need for services; and

**WHEREAS**, additional time for completion of the services is necessary; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to March 1, 2019 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3., "Term of Agreement", to read as follows:

The term of this Agreement is from March 10, 2015 to March 10, 2019, unless sooner terminated pursuant to the terms of this Agreement.

2. 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 Multi-Year Agreement (MYA) number #3000\*1582, Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2nd Floor  
Salinas, California 93901-4527

Amendment No. 2 to Professional Services Agreement  
TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair, County Bridge No. 448  
RMA – Public Works & Facilities  
Term: March 10, 2015 – March 10, 2019  
Not to Exceed: \$495,247

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

3. The "Project Schedule" referenced in the Agreement, Exhibit A-Scope of Services/Payment Provisions, is hereby amended to extend through March 10, 2019, to conform to the amended term of the Agreement.
4. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2<sup>nd</sup> Floor, Salinas, California 93901 is hereby replaced with 1441 Schilling Place, South 2<sup>nd</sup> Floor, Salinas, California 93901-4527.
5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. 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**

**CONTRACTOR\***

By: [Signature]  
Contracts/Purchasing Officer

TRC Engineers, Inc.  
Contractor's Business Name

Date: 3-5-18

By: [Signature]  
(Signature of Chair, President or Vice President)

Its: Mark Imbrioni, Vice President  
(Print Name and Title)

Date: 3/1/18

**Approved as to Form and Legality  
Office of the County Counsel**

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

By: [Signature]  
Mary Grace Perry  
Deputy County Counsel

Its: GRANT RATKOVIC - ASST SECRETARY  
(Print Name and Title)

Date: 3-5-18

Date: 2/28/18

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 3-6-18

**Approved as to Indemnity and Insurance Provisions**

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

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) managing members. 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.

Amendment No. 2 to Professional Services Agreement  
TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair, County Bridge No. 448  
RMA - Public Works & Facilities  
Term: March 10, 2015 - March 10, 2019  
Not to Exceed: \$495,247

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
TRC ENGINEERS, INC.**

**THIS AMENDMENT NO. 1** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and TRC Engineers, 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**, CONTRACTOR entered into a Professional Services Agreement with County on March 11, 2015, (hereinafter, "Agreement") to provide bridge design services for the Bradley Road Bridge Scour Repair, County Bridge No. 448 (hereinafter, "Project"); and

**WHEREAS**, the CONTRACTOR's original Rate Schedule requires an update effective March 10, 2015 to include additional personnel not originally identified in the Agreement; and

**WHEREAS**, the Parties wish to amend the Agreement to update Rate Schedule with no associated dollar amount increase 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 the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement.

2. Amend the first sentence of Paragraph 2, "Payments by County", 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.

3. Amend Paragraph 4, "Additional Provisions/Exhibits" by adding "Exhibit A-1, Revised Rate Schedule".

4. In all places within the Agreement, any reference to the original Rate Schedule in "Exhibit A, Scope of Services/Payment Provisions" is hereby replaced with "Exhibit A-1, Revised Rate Schedule".

5. All other terms and conditions of the Agreement remain unchanged and in full force.

Amendment No. 1 to Professional Services Agreement  
TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair (RFQ#10490)  
RMA - Public Works  
Term: March 10, 2015 - March 10, 2018  
Not to Exceed: \$495,247.00

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**

**CONTRACTOR\***

By: [Signature]  
Contracts/Purchasing Officer

TRC Engineers, Inc.  
Contractor's Business Name

Date: 8/18/15

By: [Signature]  
(Signature of Chair, President or Vice President)

Its: Mark Imbriani, Vice President  
(Print Name and Title)

Date: 8/10/15

**Approved as to Form and Legality  
Office of the County Counsel**

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

By: [Signature]  
Deputy County Counsel

Its: James Baker, Asst. Secretary  
(Print Name and Title)

Date: 8-13-2015

Date: 8/11/15

**Approved as to Fiscal Provisions**

By: [Signature]  
Auditor/Controller

Date: 8/14/15

**Approved as to Indemnity and Insurance Provisions**

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

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

Amendment No. 1 to Professional Services Agreement  
TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair (RFQ#10490)  
RMA - Public Works  
Term: March 10, 2015 - March 10, 2018  
Not to Exceed: \$495,247.00

**EXHIBIT A-1 - REVISED RATE SCHEDULE**

**TRC ENGINEERS, INC.  
RATE SCHEDULE**

**LABOR RATES**

<u>Personnel Classification</u>	<u>2015-2016 Hourly Rate</u>	<u>2017-2018 Hourly Rate</u>
Project Manager	\$ 225.00	\$ 236.25
Project Engineer/Coordinator	\$ 170.00	\$ 178.50
Environmental Manager	\$ 166.00	\$ 174.30
Certified Industrial Hygienist	\$ 166.00	\$ 174.30
Senior Engineer	\$ 140.00	\$ 147.00
ISA Scientist	\$ 128.00	\$ 134.40
Engineer II	\$ 120.00	\$ 126.00
Engineer I	\$ 90.00	\$ 94.50
CADD Supervisor	\$ 135.00	\$ 141.75
CADD Technician	\$ 85.00	\$ 89.25
Desktop Publisher	\$ 70.00	\$ 73.50
Administrative Assistant	\$ 70.00	\$ 73.50
GIS Project Manager	\$ 125.00	\$ 131.25
Senior Archaeologist	\$ 110.00	\$ 115.50
Staff Scientist	\$ 100.00	\$ 105.00
Assistant Scientist II	\$ 65.00	\$ 68.25
Assistant Scientist I	\$ 50.00	\$ 52.50

2015-2016 Rates are effective through December 31, 2016. 2017-2018 Rates are effective from January 1, 2017 through December 31, 2018. Should work be required beyond December 31, 2018, an amendment to this Agreement will be required to establish hourly rates and provide necessary additional fee to complete the work accordingly.

Similarly titled staff will be billed at equivalent rates (i.e Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer).

**DIRECT EXPENSE UNIT RATES**

Mileage: Current IRS Mileage Rate, currently \$0.575 per mile.

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at:

[http://www.co.monterey.ca.us/auditor/pdfs/County\\_Travel\\_Business\\_Expense\\_Policy\\_12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.



## Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

### Board Order

**Agreement Nos.: A-12656, A-12657; A-12658**  
**Construction Nos. 2015-008; 2015-009; 2015-010**

Upon motion of Supervisor Phillips, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for Gonzales River Road Bridge Replacement, County Bridge No. 309, (Construction No. 2015-008; Agreement No.: A-12656) under Request for Qualifications #10490, in an amount not to exceed \$999,823 for a period of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- b. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for Bradley Road Bridge Scour Repair, County Bridge No. 448, (Construction No. 2015-2009; Agreement No.: A-12657) under Request for Qualifications #10490, in an amount not to exceed \$495,247 for a period of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- c. Approved a Professional Services Agreement with TRC Engineers, Inc. to provide bridge design services for Robinson Road Bridge Scour Repair, County Bridge No. 503, (Construction No. 2015-010; A-12658) under Request for Qualifications #10490, in an amount not to exceed \$496,669 for a period of three (3) years, with the option to extend the Agreement for two (2) additional one (1) year period(s); and
- d. Authorized the Contracts/Purchasing Officer to execute the Professional Services Agreements and future amendments that do not significantly alter the scope of work or change the approved amount of the Agreements.

PASSED AND ADOPTED on this 10th day of March 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salina and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, 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 77 for the meeting on March 10, 2015.

Dated: March 11, 2015  
File ID: A 15-042

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By Denise Hancock  
Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS  
(MORE THAN \$100,000)\***

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
TRC Engineers, Inc.  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** 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 services are generally described as follows:  
Provide bridge design services for the Bradley Road Bridge Scour Repair, County Bridge No. 448

2. **PAYMENTS BY COUNTY.** 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 \$ 495,247.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 10, 2015 to March 10, 2018, 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.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

- Exhibit A Scope of Services/Payment Provisions
- Exhibit B Federal Provisions
- Exhibit C Incorporation of Request for Qualifications (RFQ) #10490 and Statement of Qualifications Documents

5. **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.

\*Approved by County Board of Supervisors on \_\_\_\_\_.

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. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. 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 the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. 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.

## 8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

**9.0 INSURANCE.**

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 such, insurance has been approved by the County. 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, 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.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Modification (Justification attached; subject to approval).

#### 9.04 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 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. 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. **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, 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** 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. **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, 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. **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 Mariscal-Martinez, Management Analyst II	Mark A. Imbriani, Vice President
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	TRC Engineers, Inc. 10680 White Rock Road, Suite 100 Rancho Cordova, CA 95670
Address	Address
(831) 755-8966	(916) 366-0632
Phone	Phone

15. **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 professional 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 space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By:

[Signature]  
Deputy Purchasing Officer Agent

Date:

2/23/15

By:

Department Head (if applicable)

Date:

By:

Board of Supervisors (if applicable)

Date:

Approved as to Form<sup>1</sup>

By:

[Signature]  
Deputy County Counsel

Date:

2-23-15

Approved as to Fiscal Provisions<sup>2</sup>

By:

[Signature]  
Auditor/Controller

Date:

2-24-15

Approved as to Liability Provisions<sup>3</sup>

By:

Risk Management

Date:

TRC Engineers, Inc.

Contractor's Business Name\*

By:

[Signature]

(Signature of Chair, President, or Vice-President)\*

Mark A. Imbriani, Vice President

Name and Title

Date:

2/20/15

By:

[Signature]

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

James Baker Asst Secretary

Name and Title

Date:

2/23/15

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.

<sup>1</sup>Approval by County Counsel is required for all Professional Service Agreements over \$100,000

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

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

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Purchasing Officer

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

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

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

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

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

Approved as to Form<sup>1</sup>

By: \_\_\_\_\_  
County Counsel

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

Approved as to Fiscal Provisions<sup>2</sup>

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

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

Approved as to Liability Provisions<sup>3</sup>

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

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

TRC Engineers, Inc.

Contractor's Business Name\*

By: *Mark A. Imbriani*  
(Signature of Chair, President, or Vice-President)\*

Mark A. Imbriani, Vice President  
Name and Title

Date: 2/20/15

By: *James Baker*  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

James Baker Asst Secretary  
Name and Title

Date: 2/23/15

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.

<sup>1</sup>Approval by County Counsel is required for all Professional Service Agreements over \$100,000

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

To Professional Services Agreement by and between  
County of Monterey, Resource Management Agency – Public Works,  
hereinafter referred to as “COUNTY”

and

TRC Engineers, Inc., hereinafter referred to as “CONTRACTOR”

for the

Bradley Road Bridge Scour Repair, County Bridge No. 448, hereinafter referred to as “Project”

The Project will result in the implementation of scour countermeasures to protect the substructure of the Bradley Road Bridge over the Salinas River. The CONTRACTOR’s Scope of Services for the Project consists of the following Phases:

Phase 0:	Project Management
Phase I:	Preliminary Engineering and Reports
Phase II:	Final Design
Phase III:	Construction
Phase IV:	Supplemental Services

### PHASE 0: PROJECT MANAGEMENT

#### 0.1 PROJECT MANAGEMENT

Project Management includes the supervision and scheduling of Project staff, review of work prepared by CONTRACTOR and sub-consultants, Project coordination, client liaison and the monitoring of the schedule and the budget. Also included in this task is the preparation of Project reports and attendance at meetings with COUNTY staff to receive input and discuss and review the Project during its critical design periods.

#### 0.2 PROJECT INITIATION

Upon receipt of a notice to proceed, a Project kick-off meeting will be held to finalize the Project scope, the approach, the goals and the schedule. Items to be addressed include a review of the key issues associated with the Project, a description and clarification of the approach required to respond to these issues, a discussion of potential COUNTY, State and Federal and other permits which may be required for the Project and the verification of the Project milestone dates. CONTRACTOR will provide the COUNTY with a detailed design schedule based on information from the Project kick-off meeting.

#### 0.3 COORDINATION MEETINGS

The CONTRACTOR and selected Team Members will attend coordination meetings and design review meetings with COUNTY staff to facilitate comprehensive input from the COUNTY during the critical design periods. Coordination meetings are anticipated to occur prior to the 35%, 65%, 95% milestones with up to four (4) meetings which are included in this scope.

#### 0.4 DESIGN REVIEW MEETINGS

The CONTRACTOR will attend design review meetings with COUNTY staff which will be scheduled to coincide with the completion of the preliminary design, and final design phases.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 0.5 CALTRANS LOCAL ASSISTANCE COORDINATION

The CONTRACTOR will support COUNTY staff in the preparation of project documentation as required by the Caltrans Local Assistance Engineer for compliance with the Federal funding requirements. This task includes preparation of exhibits and forms outlined in the Caltrans Local Assistance Procedures Manual for each Project phase; this will include assisting the COUNTY with Requests for Authorization for future phases (Right of Way and Construction) and one (1) round of Exhibit 6D programming updates.

### DELIVERABLES

- Kick-off Meeting, Agenda and Meeting Minutes
- Coordination Meetings, Agendas and Meeting Minutes (four (4) meetings)
- Design Review Meetings, Agendas and Meeting Minutes (two (2) meetings)

## PHASE I: PRELIMINARY ENGINEERING AND REPORTS

### 1.1 TOPOGRAPHIC SURVEYING

The COUNTY will provide CONTRACTOR an existing topographic map, an AutoCAD Civil 3D file of the existing ground and bridge structure. The datum used for the Project will be California Coordinate System, Zone 4 in NAD83 datum for horizontal positioning and in NAVD 88 vertical datum for each Project site. Cross sections of the river channels will be provided as requested and will be developed from AutoCAD topo data. The AutoCAD files that include topographical information of the existing ground and bridges will be provided to the CONTRACTOR by the COUNTY. Prior to mobilizing COUNTY Surveyor, a meeting will be held to review requirements of the data collected and may include the need for localized cross sections required to implement potential scour countermeasures.

#### 1.1.1 HYDRAULIC HEC-RAS SOFTWARE CROSS-SECTIONS

The river cross sections and AutoCAD topo data files will be used by the CONTRACTOR to develop a hydraulic model of the river in HEC-RAS in the vicinity of the existing bridge.

#### 1.1.2 TOPOGRAPHICAL PLAN

The topographic map provided to the CONTRACTOR will include the elevation at the beginning and end of each bridge along with spot elevations of any exposed foundations at the bridge.

### 1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS

#### 1.2.1 PRELIMINARY ASSESSMENT

CONTRACTOR will review available data, including previous studies of the Salinas River, the Federal Emergency Management Agency (FEMA) Flood Insurance Studies (FIS) and Flood Insurance Rate Map (FIRM), and any other information provided by the COUNTY. CONTRACTOR will also review recent Caltrans Bridge Inspection Reports (BIRs) and Plans of Action (POAs) to summarize known scour issues and a proposed POA.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1.2.2 FIELD RECONNAISSANCE

CONTRACTOR will conduct field reconnaissance to assess existing conditions in the vicinity of the Project site, gathering information such as, obvious deficiencies, observed historic flow paths, existing river instability and scour problems, and existing scour countermeasures.

### 1.2.3 HYDROLOGIC DATA

Existing peak flow information from FEMA or the Monterey County Water Resources Agency (WRA) will be used. Hydrologic analysis will be performed and used by CONTRACTOR if existing hydrologic information is inadequate for hydraulic and scour analysis. To conform to the Federal Highway Administration (FHWA)/Caltrans requirement on hydrologic data, CONTRACTOR will also review and analyze data from the United States Geological Survey (USGS) gaging station (No. 11150500).

### 1.2.4 HYDRAULIC ANALYSIS

CONTRACTOR will perform a HEC-RAS hydraulic analysis to determine the in-bank, 2-year, 10-year, 20-year, 50-year, and 100-year flow characteristics, including water surface elevations (depths) and velocities. The 100-year and 50-year information is for checking the freeboard criteria from FHWA/Caltrans, FEMA, and COUNTY. The 100-year flow depth and velocity will be used for scour analysis and countermeasure design. The 2-year flow information is important for permitting purposes when coordinating with the United States Army Corps of Engineers (USACE) (ordinary high water) and the National Marine Fisheries Service (NMFS) (fish passage). The 10-year and 20-year flow information will be useful for other planning and maintenance activities.

CONTRACTOR will compare results with any analysis performed by Caltrans.

CONTRACTOR will also prepare reports and analysis required by the Monterey County WRA to comply with applicable COUNTY regulations relating to floodway encroachments.

### 1.2.5 SCOUR ANALYSIS

CONTRACTOR will perform a bridge scour analysis to determine the scour potential per the methodology specified in the FHWA's HEC-18 and HEC-23 Manuals.

### 1.2.6 COUNTERMEASURES DESIGN

CONTRACTOR will evaluate the need for countermeasures for bridge local scour and long-term river instability. CONTRACTOR will prepare the matrix describing the various countermeasures per the guidelines in FHWA's HEC-23 Manual. CONTRACTOR will make sure the design is feasible, constructible, and have minimal environmental impact.

### 1.2.7 DESIGN HYDRAULIC STUDY REPORT

CONTRACTOR will prepare a Design Hydraulic Study Report for the Project to summarize the recommendations and results from the hydraulic and scour analyses at the bridge. The report will include a proposed POA. CONTRACTOR will be responsible for all bridge structural design recommendations.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR will prepare a Location Hydraulic Study Memo with Floodplain Evaluation Summary forms to document the investigation and determine the specific impacts to the floodplain.

### DELIVERABLES

- Bridge Design Hydraulic Study Report (Draft and Final, PDF and three (3) copies)
- Location Hydraulic Study Memo (Draft and Final, PDF and three (3) copies)

### 1.3 GEOTECHNICAL INVESTIGATION

The existing bridge has scour mitigation required between Piers 16-19 (revised numbering of 7-10). This work will require a certain level of foundation repair including constructing protection for the pier supports. A limited geotechnical investigation is proposed at this time. This investigation will include collecting subsurface data from the vicinity of the impacted bents and providing design recommendations for the elements of repair such as sheet piles or footing retrofit.

The CONTRACTOR will prepare a Geotechnical Investigation Report required for the bridge foundation work. It is assumed that a Geotechnical Design and Materials Report will not be required since the majority of the work will relate to the bridge foundations.

#### 1.3.1 RESEARCH AND DATA COLLECTION

Review of readily available geologic and soil literature in the vicinity of the site including review of any as-built drawings and existing Log of Test Borings (LOTB), if any.

Permits/Underground Service Alert (USA) Clearances: Perform a site reconnaissance to review project limitations and mark the boring locations for utility clearance. Notify USA at least forty-eight (48) hours prior to field work as required by law.

#### 1.3.2 FIELD EXPLORATION

Two (2) borings are proposed in the vicinity of Pier 16 and Pier 18 to handle Piers 16-19 (revised numbering of 7-10). These borings can be drilled from the river bed (as it is dry) or from the bridge deck which will require closure. Drilling from the bridge is not included in the base cost estimate. In either case a California Department of Fish and Game (CDFG) permit will be required. The approximate boring depth will be eighty feet (80') to account for the possibility of driving sheet piles. The boring locations will depend upon the available access through the private right-of-way into the river bed or lane closure conditions. Drilling through the deck will require at a minimum one (1) lane closure with one (1) lane control. The deck will have to be cored through and repaired back using counter sunk cores (rebar) and quick set concrete. The option of drilling through the deck of the bridge is not included in the base cost estimate. The type of rig used will depend upon the access. COUNTY will secure rights-of-entry to private right-of-way and facilitate access through the fence.

Classify and continuously log subsurface soil conditions encountered in the test boring at the time of drilling. Obtain "relatively undisturbed" and bulk samples of substrata from test boring. The borings will be drilled and capped with cement grout. Drilling spoils will be disposed of in the field, however they will not be allowed to be left in the river bed and therefore will be placed outside near the roadway shoulder.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1.3.3 LABORATORY TESTING

Perform laboratory tests on representative soil samples such as in-place moisture and density, unconfined compression, direct shear strength tests, gradation distribution, corrosion, Plasticity Index tests as necessary.

### 1.3.4 SOILS ANALYSIS/EVALUATION

Perform engineering analyses and develop design recommendations for the proposed foundation retrofit. It is anticipated that the proposed mitigation may include sheet piles and concrete cap for the pier protection. Seismic retrofit of the bridge is not included in the CONTRACTOR's Scope of Services. Any retrofit or reconstruction of the footings is also not included in this Scope of Services. If footings have to be reconstructed as part of the scour mitigation additional design work may be required.

### 1.3.5 PREPARE DRAFT FOUNDATION REPORT/MEMO

Prepare preliminary recommendations for foundations. A Foundation Memo will be provided to assist structure type selection (if any).

### 1.3.6 PREPARE FINAL FOUNDATION REPORT

Prepare detail report including Project Description, discussion of field and lab testing programs, comments on regional geology, site engineering seismology, peak ground acceleration and Acceleration Response Spectra (ARS) design curve per Caltrans Seismic Design Code (SDC v. 1.7) and ARS online, sheet pile foundation, discussion on constructability consideration, recommendations of lateral earth pressures (active and at-rest), and comments on corrosion potential.

The deliverables will include Draft Foundation Report/Memo with LOTB sheet to be included in the contract drawings in accordance with Caltrans Foundation Report preparation guidelines.

## 1.4 UTILITY COORDINATION

COUNTY and CONTRACTOR agree that all new or relocated facilities will be designed and constructed by the owners of those utilities.

The CONTRACTOR will prepare Utility A letters for COUNTY placement on their letterhead and mailing to each utility company requesting maps of their existing facilities in the vicinity of the site. COUNTY will provide copies of the Utility A letters sent to the various utility owners within the Project limits, and the response information received from each owner. When design is approximately 60% complete, CONTRACTOR will prepare Utility B letters and submit copies, hard copy and computer disk, to the COUNTY Project Manager for transmittal to recipients on COUNTY letterhead. COUNTY will forward to CONTRACTOR a copy of Utility B letters sent and of all correspondence received. For utilities owned or maintained by COUNTY, the COUNTY Project Manager will forward the Utility B letters to the appropriate COUNTY staff member, and send a copy of the transmittal to CONTRACTOR. CONTRACTOR will then correspond directly with the identified COUNTY staff member. Utility C letters will be prepared by CONTRACTOR and likewise sent to the COUNTY for distribution upon submittal of the Draft Plans, Specifications and Estimate (PS&E).

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **1.5 RIGHT-OF-WAY ENGINEERING**

Work is anticipated to be confined to within the existing COUNTY right-of-way. The CONTRACTOR will identify temporary construction easements required for access during construction for inclusion on the Area of Potential Effect (APE) map and prepare plats for required easements for COUNTY's use. Additional Right-of-Way Engineering is not a part of this Contract and will require an amendment if conditions change and engineering and acquisition is required.

### **1.6 RIGHT-OF-WAY ACQUISITION**

COUNTY and CONTRACTOR agree that all right-of-way acquisition activities will be performed by the COUNTY. The COUNTY will prepare all legal descriptions and exhibits for right-of-way acquisitions and construction easements and will perform all appraisal and acquisition activities. COUNTY will also set all right-of-way monuments for the Project and prepare Record of Survey maps.

### **1.7 ENVIRONMENTAL DOCUMENTS**

Based on information provided in the Request for Proposals (RFP) and accompanying Preliminary Environmental Studies (PES) forms provided by Caltrans, the following work program will be used to complete the technical studies and environmental documentation pursuant to the National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA) Regulations and Guidelines.

#### **1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION**

##### **1.7.1.1 KICK-OFF MEETING WITH PROJECT TEAM/FIELD REVIEW**

CONTRACTOR will attend one (1) on-site Project kick-off meeting with the COUNTY and Caltrans. The purpose of the meeting will be to conduct a general reconnaissance of the Project with the COUNTY, Caltrans and CONTRACTOR in order to reconfirm the information provided in the March 24, 2010 PES, to assess existing environmental conditions, and discuss any potentially significant impacts associated with the Project.

##### **1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS**

CONTRACTOR will coordinate with the COUNTY and Caltrans, and other agencies as necessary, to complete the technical reports and environmental documentation and identify any necessary Federal, State or local permitting requirements associated with the Project.

##### **1.7.1.3 PROJECT DESCRIPTION**

CONTRACTOR will prepare a thorough Draft Project Description to be used in the technical reports and environmental documents. The Project Description will include details about the proposed Project including information on the purpose of the Project, the environmental setting, the maximum physical footprint of Project components, construction access and staging, and other essential details. CONTRACTOR will work closely with the COUNTY to ensure the Project Description provides a level of detail appropriate for the technical reports and the environmental documents. The Draft Project Description will be reviewed by the COUNTY and a final version deemed acceptable for the NEPA and CEQA documents will be prepared in response to COUNTY comments.

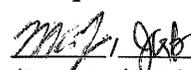
## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES

CONTRACTOR will prepare the required technical reports for the Project, which will provide support for environmental documentation pursuant to both NEPA and CEQA. Based on the preliminary evaluation of the Project as described by Caltrans in the PES, it is anticipated that the appropriate NEPA document would be a Categorical Exclusion (CX) under Section 6004, 23 CFR 771.117 (d)(3). The CX would satisfy the FHWA requirements for NEPA. It is anticipated that the appropriate CEQA document would be a Categorical Exemption (CE) ~~an Initial Study/Mitigated Negative Declaration (IS/MND)~~. The Scope of Services and budget are based on two (2) rounds of COUNTY and Caltrans review of the draft technical studies. The first round of review is for major comments and the second round of review is for minor cleanup comments and assumes no new comments requiring substantial research and revisions. For each draft and final document, the following deliverables will be provided:

#### DELIVERABLES

- One (1) electronic copy in Microsoft (MS) Word
- One (1) PDF, and
- Two (2) hard copies of the Draft and Final Technical Reports

  
(Contractors' Initials)

3/6/15, 3/9/15  
(Date)

  
(Acting Assistant  
Public Works Director  
Initials)

3/9/15  
(Date)

If it is determined by the CONTRACTOR that more extensive environmental review is required, COUNTY and CONTRACTOR may negotiate an expanded Scope of Services and cost to be amended into this Agreement, if determined to be necessary by COUNTY.

#### 1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)

CONTRACTOR will prepare an NES to evaluate the biological resources present or potentially occurring in the proposed Project area and determine Project effects to those resources. The key objective of the evaluation will be to identify any special-status plant or animal species, jurisdictional wetlands, or sensitive habitats that may be affected by the Project.

Based on an initial site visit to the Project location, the existing bridge structure provides cliff swallow (*Petrochelidon pyrrhonota*) nesting habitat and suitable day and/or night roosts for bats, including pallid bats (*Antrozous pallidus*), a California species of special concern. In addition, a variety of bird species likely use the riparian woodland in the Project area for nesting.

#### ***Research/Coordination***

CONTRACTOR will request a list of special-status species for the project area from the United States Fish and Wildlife Service (USFWS) and will query the California Natural Diversity Database (CNDDDB) and California Native Plant Society (CNPS) Online Database. As part of this process, CONTRACTOR will informally coordinate with the California Department of Fish and Wildlife (CDFW) and/or the USFWS, as necessary, regarding the potential presence of special-status species within or immediately adjacent to the Project area.

#### ***Field Survey***

CONTRACTOR will conduct a general field survey to map plant communities, assess habitat conditions, and evaluate potential impacts to special-status biological resources resulting from the Project. During this survey, CONTRACTOR will inspect the existing bridge for any evidence of use by bats as well as swallows or other nesting birds. Trees required to be removed during construction will be identified and mapped.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

This Scope of Services does not include special-status plant or focused wildlife surveys. The evaluation will focus on known species occurrences and an analysis of the existing habitat within the Project area to assess impacts to these resources.

### *Documentation*

The results of the field survey will be documented in an NES prepared in accordance with the most recent Caltrans' Guidance. The NES will include a discussion of plant communities present in the Project area, as well as a discussion of common plant and animal species occurring (or expected to occur) in the Project area based on the communities present. A generalized vegetation map will be prepared showing plant community types, as well as the locations of any sensitive biological resources identified.

The NES will include an assessment of Project impacts on the biological and wetland resources present and recommend avoidance, minimization, and mitigation measures where appropriate.

The NES will also include a discussion of how the Project will comply with the Federal laws, acts, and Executive Orders (EOs) including, but not limited to:

- EO 13112: Invasive Species
- EO 11990: Protection of Wetlands
- EO 11988: Floodplain Management
- Migratory Bird Treaty Act (MTBA)
- Section 7 of the Federal Endangered Species Act (FESA)

### 1.7.2.2 JURISDICTIONAL DELINEATION (JD)

#### *Field Survey*

CONTRACTOR will conduct a wetland delineation of the Project area to determine any areas potentially subject to regulation by the USACE and/or the California Regional Water Quality Control Board (CRWQCB). The delineation will be conducted in accordance with the USACE Arid West Regional Supplement to the Wetland Delineation Manual (September 2008). Riparian areas within CDFW jurisdiction will also be delineated.

The fieldwork will be conducted concurrently with the general field survey as part of the NES effort.

#### *Documentation*

The results of the delineation field work will be documented in a letter report that will include a discussion of methods and results, the completed wetland data forms, location and vicinity maps, and a preliminary delineation map showing the limits of all potential waters of the United States (US) and the CDFW jurisdictional areas within the Project area. The delineation report will be submitted to the USACE for verification with a request for a Preliminary Jurisdictional Determination in accordance with Regulatory Guidance Letter 08-02.

Note that all findings should be considered preliminary until verified by the USACE. For purposes of this Scope of Services, CONTRACTOR has assumed that the delineation will be verified as part of this Scope of Services, resulting in a verified delineation that can be submitted with the wetland permits applications.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1.7.2.3 BIOLOGICAL ASSESSMENT (BA)

Based on a preliminary review of the CNDDDB, steelhead – south/central California coast Distinct Population Segment (DPS) (*Oncorhynchus mykiss irideus*), are known to occur in the Salinas River within the Project area and there are recent records of least Bell's vireo (*Vireo belli pusillus*) from the riparian woodland in this area. The research and fieldwork conducted under the NES effort will determine the potential for California red-legged frog (CRLF) (*Rana draytonii*) to occur in this area. These species are listed as threatened or endangered under FESA. The section of the Salinas River within the Project area is within designated critical habitat for steelhead.

#### *Field Survey*

The fieldwork conducted as part of the NES and wetland delineation efforts will also serve as the field survey for the BA. No additional fieldwork is anticipated.

#### *Documentation*

Based on the potential for federally listed species to occur within the Project area, CONTRACTOR will prepare a BA in accordance with the most recent Caltrans guidance to evaluate Project effects to federally listed species and critical habitat, as well as identify appropriate avoidance and minimization measures. In regard to avoidance and minimization measures for CRLFs, CONTRACTOR will reference the Programmatic Biological Opinion between the USFWS and Caltrans (dated May 4, 2011). If it is determined that the Project may adversely affect federally listed species, Caltrans will use the BA to facilitate Section 7 consultation with the NMFS regarding steelhead and USFWS regarding least Bell's vireo and CRLF.

### 1.7.2.4 CULTURAL RESOURCES

CONTRACTOR will conduct cultural resource studies that are needed for the COUNTY and Caltrans to address requirements of Section 106 of the National Historic Preservation Act (NHPA), NEPA, CEQA, and the Caltrans 2014 First Amended *Programmatic Agreement Among The FHWA, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the NHPA, as it Pertains to the Administration of the Federal-Aid Highway Program in California*.

The Bradley Road Bridge (No. 44C0050) is listed in the Caltrans Statewide Bridge Inventory as "Category 5," meaning that it is not eligible for listing in the National Register of Historic Places. Therefore, it will not require any additional study or documentation prior to its replacement.

Based on a preliminary review of the Project area, it is not anticipated for there to be any built environment (i.e., architecture) issues related to potential construction effects. Therefore, no architectural study appears to be warranted.

CONTRACTOR will prepare an Area of Potential Effects (APE) map and conduct the following cultural resources identification tasks needed to prepare an Archaeological Survey Report and Historic Property Survey Report.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### ***APE Map***

CONTRACTOR will prepare an APE map to Caltrans standards.

### ***Research and Field Investigation***

A records search will be conducted at the Northwest Information Center of the California Office of Historic Preservation's California Historical Resources Information System. A literature review of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and CONTRACTOR will be done. The records search and literature review will identify previously recorded or otherwise known cultural resources and previous cultural resource studies of or adjacent to the APE.

A review of cultural resource inventories to identify cultural resources that may be listed within or adjacent to the APE. Relevant listings are the *California Inventory of Historic Resources*, *Five Views: An Ethnic Sites Survey for California*, *California Historical Landmarks*, *California Points of Historical Interest*, *National Historic Landmarks*, and the *Directory of Properties in the Historic Property Data File* which contains the listings of the National Register of Historic Places and the California Register of Historical Resources. If available, appropriate COUNTY listings will be reviewed.

CONTRACTOR will contact the Native American Heritage Commission in Sacramento for (1) a review of the Sacred Lands File to determine if the APE contains any listed sites, and (2) a list of Native American contacts who may have concerns about the APE. Local Native Americans on that list will be contacted by letter and follow-up telephone calls, as necessary, to inquire about any concerns or information they may have.

CONTRACTOR will contact the Monterey County Historical Society for any information or concerns they may have about the APE.

CONTRACTOR will conduct an archaeological field survey of the APE.

### ***Documentation***

CONTRACTOR will prepare a Historic Property Survey Report (HPSR) and an Archaeological Survey Report (ASR) per Caltrans standards. A preliminary archaeological sensitivity assessment will be included in the ASR.

### **1.7.2.5 GEOLOGY**

CONTRACTOR will incorporate the geologic setting and geologic hazards analysis from the Foundation Report developed in Task 1.8 into the draft technical studies for the Environmental Document (ED).

### **1.7.2.6 HAZARDOUS MATERIALS**

The PES for the Project included a finding that there is no potential for presence of hazardous materials and/or hazardous wastes within or immediately adjacent to the construction area. Therefore, an Initial Site Assessment (ISA) is not proposed for the Project.

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **1.7.2.7 HYDROLOGY AND WATER QUALITY**

Construction activities may lead to water quality impacts. CONTRACTOR will prepare a Hydrology and Water Quality Memorandum that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The memorandum will describe how potential water quality impacts will be minimized, including engineering controls and Best Management Practices (BMPs) that will be implemented in a Storm Water Pollution Prevention Plan (SWPPP). Information about engineering controls, BMPs, disturbed soil area, and new impervious surface area will be provided by the CONTRACTOR and incorporated into the memorandum. Any impacts identified in the Floodplain Studies will also be included. The Water Quality section of the NES will also address potential short term and long term impacts to water quality from construction and Project operation.

### **1.7.2.8 FLOODPLAIN EVALUATION REPORT**

The Project area has been identified as being within a base floodplain (100-year) elevation of a watercourse. A Location Hydraulics Study will be prepared by the CONTRACTOR. In addition, a Summary Floodplain Encroachment Report based on the Location Hydraulics Study will be completed by CONTRACTOR. The report formats will follow the Caltrans Standard Environmental Reference Chapter 17-Floodplains and Guidance (September 26, 2012). This Scope of Services presumes that the proposed Project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is not inconsistent with existing watershed and floodplain management programs. This Scope of Services also presumes that the Location Hydraulics Study provided by the CONTRACTOR will contain the requisite information for each alternative as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111 (b) (c). The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

### **1.7.2.9 NOISE**

CONTRACTOR will prepare a Technical Noise Memorandum consistent with the Caltrans Traffic Noise Analysis Protocol (May 2011) because the proposed Project is a Type III project. The Technical Noise Memorandum will also evaluate construction noise impact in terms of maximum levels ( $L_{max}$ ) based on typical construction activities and the frequency of occurrence at adjacent noise-sensitive locations. Expected impacts associated with bridge repair activities may include the following: pile driving, demolition, excavation, and bridge work. Analysis requirements will be based on the sensitivity of the area and the COUNTY's Noise Ordinance specifications. Additionally, the CONTRACTOR will confirm that avoidance, minimization and/or mitigation measures to address sensitive receptors in the Project area are consistent with avoidance, minimization and/or mitigation measures prescribed for other technical disciplines such as measures prescribed to address impacts to threatened and endangered species.

### **1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS**

After receiving comments on the Draft Technical Studies from the COUNTY (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise the Draft Technical Studies for review by Caltrans.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### 1.7.4 FINAL TECHNICAL STUDIES

After receiving comments on the Draft Technical Studies from Caltrans (one (1) set of non-conflicting consolidated comments), CONTRACTOR will revise and prepare final Technical Studies for Caltrans' signature.

### 1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENT (ED)

#### NEPA

According to the PES forms provided as an Exhibit in the RFP, Caltrans has determined that to satisfy the FHWA for NEPA, a CX Determination with required technical studies, under 23 CFR 771.117 activity (d)(3), will be prepared. The PES form also states that Caltrans will prepare the CX with completed and approved environmental technical reports. This approach is consistent with CONTRACTOR's recent Project work with Caltrans District 5. Therefore, this Scope of Services assumes that Caltrans will prepare the NEPA CX supported by the technical documentation prepared by CONTRACTOR.

#### CEQA

The appropriate level environmental documentation to be prepared for the Project would be a Categorical Exemption (CE) under CEQA.

Section 15300 of the State CEQA Guidelines contains a list of classes of projects that have been determined not to have a significant effect on the environment and that are, therefore, exempt from the provisions of CEQA. The following project class most closely aligns with the Project:

- Class 1 (Section 15301), Existing Facilities, which includes existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities;

For a project to be considered exempt under CEQA, it must also not meet any of the following exceptions listed in Section 15300.2:

- (a) Location. The project site is environmentally sensitive. For classes 3, 4, 5, 6, and 11, a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant.
- (b) Cumulative Impact. None of the CEs apply if significant cumulative impacts will result over time from successive projects of the same type in the same place.
- (c) Significant Effect. None of the CEs apply if there is a "reasonable possibility" that significant environmental impacts will result due to "unusual circumstances."
- (d) Scenic Highways. A CE shall not be used for a project which may result in damage to scenic resources, including trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway.
- (e) Hazardous Waste Sites. A CE shall not be used for a project located on a site which is included on any listed compiled pursuant to Section 65962.5 of the Government Code.
- (f) Historical Resources. A CE shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Alternatively, assuming none of the exceptions listed above are triggered, the Project may also qualify under the “general rule” exemption in Section 15061(b)(3) of the CEQA Guidelines which states that a project is exempt from CEQA if: “The activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.”.

Based on CONTRACTOR’s preliminary review of the Project, it does not appear to be located on an environmentally sensitive site. The Project improvements are not located on a State scenic highway. The proposed Project would consist of bridge scour countermeasures to protect existing bridge pier footings within an existing COUNTY right-of-way. The bridge repairs would not result in an increase in vehicle trips or noise, air pollutants, and greenhouse gas emissions over the long term (i.e., the Project would not be capacity enhancing). Short-term construction effects would be minimized through the adherence to local and State policies for construction emissions (e.g., Monterey Bay Unified Air Pollution Control District (MBUAPCD) standard construction measures), vehicle and equipment noise, and standard BMPs in the plans and specifications addressing erosion control and water quality and control of hazardous waste and materials (e.g., equipment fuel). CONTRACTOR’s Scope of Services above assumes no impacts to cultural or historical resources. There is the potential for short-term traffic circulation effects during construction, but it is the CONTRACTOR’s understanding that a plan would be implemented to maintain adequate traffic circulation, as well as existing Public services. A Hazardous Waste ISA is included as part of the proposed Scope of Services. However at this time, it is presumed that the proposed Project is not located on a hazardous waste site per Government Code 65962. Therefore, CONTRACTOR concludes that the Project may qualify for a CE under CEQA, and CONTRACTOR will prepare a Notice of Exemption (NOE) for use in completing the CEQA CE clearance process.

Following approval of the draft technical reports, CONTRACTOR will prepare an Administrative Draft Environmental Document (DED).

### DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the DED.

#### 1.7.5.1 CIRCULATE DED FOR PUBLIC REVIEW

After receiving comments on the Administrative Draft IS/MND (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the DED for Public review.

CONTRACTOR will provide the preprint version of the DED to the COUNTY prior to Public circulation of the document. The purpose of submitting this preprint version will be to allow the COUNTY to review the changes to the document, resolve any remaining questions, and verify that the COUNTY is satisfied with the overall DED. After the COUNTY reviews and approves the document for print, the DED will be circulated for Public review.

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

CONTRACTOR will distribute up to thirty (30) hard copies and sixteen (16) CDs of the document to a distribution list for the Project provided by the COUNTY. CONTRACTOR will provide PDF files to the COUNTY for posting on the COUNTY's website if desired. CONTRACTOR will prepare a Draft Notice of Intent (NOI) and a Public Notice of Availability (NOA) for the Public review DED for COUNTY review and signature. The COUNTY will be responsible for publication of the Public notice in a general circulation newspaper. In addition, CONTRACTOR will file a Notice of Completion (NOC) with the County Clerk and the State Clearinghouse (SCH) to begin the required Public review period.

### **DELIVERABLES**

- Thirty (30) print copies and sixteen (16) CDs with PDF files of the Public review DED (Fifteen (15) CDs for the SCH and one (1) CD for the COUNTY's use in posting on the COUNTY's website);
- Draft NOI, Public NOA, and NOC.

### **1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT**

Upon close of the Public review period, CONTRACTOR will review the Public and agency comments on the DED, and will coordinate with the COUNTY to strategize the preparation of the responses to comments. It is anticipated that the Public comments will not be extensive, and therefore, this Scope of Services and budget is based on responding to approximately twenty-five (25) comments on the Project. CONTRACTOR's budget estimate includes a level of effort accordingly, for this task. Should additional labor effort be needed to respond to comments on the DED, CONTRACTOR will obtain authorization of additional budget from the COUNTY prior to any such expenditure.

CONTRACTOR will respond to the comments received on the DED in coordination with the COUNTY, and will submit the draft responses to the COUNTY for review.

### **1.7.6 FINAL ED**

After receiving comments on the Administrative Draft CE (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the Final CE. Revisions to the CE will be identified in track changes/redline in the MS Word file to facilitate subsequent review. Following COUNTY approval of the Final CE, CONTRACTOR will prepare a NOE for use in completing the CEQA CE clearance process and file it with the SCH and the County Clerk. The CONTRACTOR will pay all filing fees associated with noticing for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the filing fee amount required by the agencies.

### **DELIVERABLES**

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final CE
- One (1) electronic copy in MS Word, one (1) PDF of the NOE

### **1.7.7 PERMITTING**

CONTRACTOR will identify required environmental permits for Project construction during development of the ED. A preliminary Scope of Services and budget have been provided for the permitting task.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Based on an initial site visit to the project location, it is anticipated that the Project will require the following permits: 1) Nationwide Permit from the USACE for Section 404 of the Clean Water Act (CWA), a Lake or Streambed Alteration Agreement for Section 1602 of the CDFG Code from the CDFW, and a Water Quality Certification for Section 401 of the CWA from the CRWQCB.

CONTRACTOR will consult with environmental regulatory agency representatives and prepare permit applications in signature ready format. Upon COUNTY signature, CONTRACTOR will submit permit applications to the respective agencies and coordinate with those agencies to ensure that the applications are complete, provide additional information if requested, discuss project measures to avoid or minimize impacts and/or additional permit conditions recommended for permit approval. Should any conditions of the permit application change during agency review, the COUNTY would be responsible for agreeing to and finalizing these permit conditions.

To address potential impacts to listed species, CONTRACTOR will provide Federal consultation assistance. Federal consultation with the USFWS and the NMFS will be initiated by Caltrans as assigned by FHWA as required based on the information provided in the BA. The procedure will be conducted pursuant to the requirements of Section 7 of the FESA. Caltrans will contact the USFWS to confirm the conclusions of the BA regarding the absence of potential habitat for, or avoidance of impact to, Federally Listed Species. If potential habitat for any Federally Listed Species is present, CONTRACTOR will request that Caltrans as assigned by FHWA enter into an informal consultation with the USFWS or NMFS and provide the supporting information, including avoidance measures and adherence to standard protocols and programmatic procedures, to assist the agencies in reaching a determination that any listed species would not be adversely affected by the Project. The Scope of Services includes assistance with informal consultation and the preparation of a mitigation plan.

### 1.7.7.1 SECTION 404 NATIONWIDE PERMIT

CONTRACTOR will prepare a Nationwide Permit application for Section 404 of the CWA for the Project. At this time it is anticipated that the Project would have minimal impacts to wetlands and waters of the US. and would likely be permitted under the Nationwide Permit Program. The extent of jurisdiction under the acts will be determined during a formal jurisdictional delineation of the Project area. If impacts to wetlands or waters of the U.S. exceed the limits imposed under the Nationwide Permits, then an individual permit will be required. Preparation of an Individual Permit would be completed under a separate scope and budget.

It is expected that the following items will be required for a Nationwide Permit application:

- Verified delineation of jurisdictional waters for Section 404 of the CWA;
- Complete project plans in plan view and cross-section that have been reduced to a size that can fit on an 8 ½" X 11" sheet (for inclusion in the USACE Public Notice);
- NES that identifies endangered species issues related to the Project and the measures proposed to mitigate impacts to special status species;
- Cultural Resources Report. This Scope of Services assumes that a cultural resources study will be completed for the Project by CONTRACTOR. A copy of this study must accompany the USACE Nationwide Permit application.

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **1.7.7.2 SECTION 1602 LAKE OR STREAMBED ALTERATION AGREEMENT**

CONTRACTOR will prepare a Lake or Streambed Alteration Agreement application for Section 1602 of the CDFG Code for the Project. The Agreement application will include a Notice of Determination (NOD) showing CEQA compliance, Project plans for the location of each Project element affecting a waterway, BA report (in the form of an NES) identifying the affected habitats, and a check in an amount to be determined by the extent of impact. The CONTRACTOR will be responsible for filing fees associated with the Lake or Streambed Alteration Agreement for the Project. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the permitting agency.

### **1.7.7.3 SECTION 401 WATER QUALITY CERTIFICATION**

CONTRACTOR will prepare a Water Quality Certification application for Section 401 of the CWA for the Project. The application will include a copy of the Section 1602 Streambed Alteration Agreement issued by the CDFW, a copy of the Nationwide Permit, a delineation of jurisdictional waters, a NOD showing CEQA compliance, and a check for the application fee. The COUNTY will be responsible for filing fees associated with the Water Quality Certification for the Project.

### **1.7.8 MEETING/HEARING ATTENDANCE**

CONTRACTOR's Environmental Task Manager will oversee all environmental staff working on the proposed Project and will be responsible for managing the day-to-day activities associated with the proposed Project. Day-to-day project management responsibilities include regular coordination with the COUNTY and the Caltrans Local Assistance District Office, contract management, oversight of team members, schedule coordination, and development of products. CONTRACTOR will provide the COUNTY Project Engineer with regular updates regarding the status of CONTRACTOR's work, scheduled deliverables, and the status of the overall budget.

The cost estimate assumes attendance at five (5) meetings including one (1) project kick-off meeting, one (1) site visit/field review with the COUNTY and Caltrans District 5 Local Assistance, one (1) Public information meeting during the preparation of the technical reports and environmental documents, and two (2) progress meetings with the COUNTY.

## **1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION**

### **1.8.1 PRELIMINARY STRATEGY REPORT**

Upon completion of data gathering, investigation and analysis, CONTRACTOR will prepare a Preliminary Strategy Report. The Report will summarize the findings and will recommend the design and improvements for the Project. Upon receiving approval of the countermeasures to be implemented, the CONTRACTOR will confirm the required level of effort for design services to be provided which may require an adjustment to the Project budget. Preliminary plans of all major features of the Project will be provided so that the COUNTY will have a clear understanding of the proposed improvements.

CONTRACTOR will provide a preliminary cost estimate of the proposed improvements. The Preliminary Strategy Report will state if any property acquisition requirements for the work. A meeting will be arranged if necessary.

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **1.8.2 35% PRELIMINARY PLANS**

The Preliminary Design Phase is intended to allow the COUNTY, Caltrans, utility companies and other involved agencies to review and comment upon the basic design concepts early in the process. Plan development will be based upon the strategy recommendations and the configuration of the existing bridge and the existing streambed geometry. CONTRACTOR will develop the Preliminary Plans to establish fundamental elements of the design.

### **35% DELIVERABLES**

- Draft Foundation Report
- Final Foundation Report
- LOTB Plan Sheets
- Plan Set Drawings (11" x 17")
- Title/Index Sheet
- Preliminary Construction Access Plans
- Bridge Repair General Plan
- Preliminary Cost Estimate

## **PHASE II: FINAL DESIGN**

CONTRACTOR will prepare the PS&E for the construction contract for the proposed scour countermeasures. CONTRACTOR fee and Scope of Services assumes the use of Rock Slope Protection as a selected scour countermeasure; however the final design to be implemented will be determined from the engineering studies of the bridge. The anticipated documents include a plan for the bridge, the technical special provision sections, and an Engineer's Estimate of Probable Construction Costs for the design.

### **PLAN SHEETS AND DETAILS**

The plan sheets will be prepared in AutoCAD. Plans will be prepared in English units and will be consistent with Caltrans' Standard Plans. All plans will be signed by the responsible CONTRACTOR's Engineer (registered in the State of California) in charge of the design, in accordance with the Caltrans Local Programs Manual. Typically, the PS&E will contain the following plan sheets for Scour Projects (the number of sheets will vary depending on the site and the final structure details.) The plan sheets will include the following:

- Title Sheet
- Abbreviations and Legend
- Construction Details
- Traffic Handling and Construction Area Signs
- Utility Location
- Final Grading Plans
- Rock Slope Protection Details

### **DESIGN SUBMITTALS**

Three (3) submittals will be made during the preparation of the Final Design Phase as follows:

- When the documents are 65% complete;
- When the documents are 95% complete; and
- When the final documents are complete.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Each submittal will incorporate the review comments from the previous submittal of the COUNTY's staff as well as those of all other reviewing agencies.

### 2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)

#### 2.1.1 65% COMPLETE PLANS

Based on comments received from the 35% Design Submittal, the CONTRACTOR will advance the design to the point that all major design issues and solutions are represented in the plan documents. Minor details may be missing from the plan set at this milestone, but all plan sheets will be included in this submittal package. The CONTRACTOR team will work with the COUNTY and other agencies to resolve any remaining conflicts between the comments of different reviewers. Upon comment resolution with COUNTY, no further changes will be allowed thereafter and such comments or changes will be deferred until the next submittal or next appropriate meeting.

#### 2.1.2 65% COMPLETE SPECIFICATIONS

CONTRACTOR will prepare a draft version of the technical specifications sections. The technical specifications will cover all major items of work and will reference applicable Caltrans standard specifications, with specific consideration of measurement and payment provisions. The COUNTY will be responsible for the completion of "boilerplate" general and standard provisions related to the construction contract.

#### 2.1.3 65% CONSTRUCTION COST ESTIMATE

The Preliminary Cost Estimate prepared under Task 1.8 will be updated by the CONTRACTOR to reflect the design refinements in the 65% Design Submittal. This will become the 65% Engineer's Estimate of Probable Construction Cost.

#### 2.1.4 MEMORANDUM RESPONSE TO COMMENTS

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY Comments to the 35% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 35% Design Submittal. A meeting will be held with COUNTY and CONTRACTOR to discuss and resolve the "Comments" and the "Response to Comments" to the 35% Design Submittal.

Changes to the plans and other construction contract documents requested by the COUNTY and agreed to by the CONTRACTOR will be incorporated into the 65% submittal documents.

### 65% DELIVERABLES

- Plan Set Drawings (11" x 17")
- 65% Engineer's Estimate of Probable Construction Cost (8 1/2" x 11")
- 65% Specifications (8 1/2" x 11")
- Response to 35% Comments Memo

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **2.2 CHECKED DESIGN SUBMITTAL (95% PS&E)**

#### **2.2.1 95% COMPLETE PLANS**

Based on comments received from the 65% Design Submittal the CONTRACTOR will advance the design to the point that it is complete and fully checked by CONTRACTOR, and will be represented by the 95% Design Submittal. CONTRACTOR will prepare Checked Plans and submit to the COUNTY, the utility companies and other agencies as identified in the kick-off meeting for final review and comment. The CONTRACTOR will work with the COUNTY and other agencies to resolve any conflicts between the comments of different reviewers by convening a comment resolution meeting to obtain consensus.

#### **2.2.2 95% COMPLETE SPECIFICATIONS**

The CONTRACTOR will update the technical specifications using COUNTY and Caltrans Standard Specifications. The COUNTY will incorporate them into "boilerplate" legal and contractual provisions of the contract Bid Documents.

#### **2.2.3 95% CONSTRUCTION COST ESTIMATE**

The Estimate of Construction Cost will be updated by the CONTRACTOR for use in the Bid Documents using standard COUNTY and/or Caltrans items.

#### **2.2.4 QUALITY ASSURANCE (QA) REVIEW**

An internal QA review of the PS&E will be conducted concurrently by the CONTRACTOR with review of the 95% Design Submittal by the COUNTY and other agencies. CONTRACTOR's QA program provides for independent checking of individual tasks as well as an independent review by experienced senior staff. The purpose of this review is to provide oversight to specific project details by professionals who are not closely involved in the design, and to review the constructability, cost-effectiveness and completeness of design features relative to the normal standard of professional care.

#### **2.2.5 MEMORANDUM RESPONSE TO COMMENTS**

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY Comments to the 65% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 65% Design Submittal. If the COUNTY deems it necessary, an additional meeting will be held with COUNTY's staff and CONTRACTOR's staff to discuss and resolve the "Comments" and the "Response to Comments" to the 65% Design Submittal.

Minor changes to the plans requested by the COUNTY and agreed to by the CONTRACTOR will be incorporated into the 95% submittal documents. It is understood that reasonable minor changes to the plans and other construction documents will be incorporated into the construction documents.

### **95% DELIVERABLES**

- Plan Set Drawings (11" x 17")
- 95% Engineer's Estimate (8 1/2" x 11")
- Specifications (8 1/2" x 11")
- Response to 65% Comments Memo

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **2.3 FINAL DESIGN SUBMITTAL (100% PS&E)**

#### **2.3.1 100% FINAL PLANS**

After COUNTY review of the Checked Design Submittal (95%), CONTRACTOR will prepare the Final Contract Documents in accordance with the COUNTY's instructions, and provide the COUNTY and other agencies the opportunity to review the completed Bid Documents and direct minor revisions.

#### **2.3.2 MEMORANDUM RESPONSE TO COMMENTS**

The COUNTY will submit a "Comments" letter to the CONTRACTOR with the COUNTY's Comments to the 95% Design Submittal. The CONTRACTOR will prepare and submit a memo with "Response to Comments" received from the COUNTY's "Comments" to the 95% Design Submittal.

#### **2.3.3 BID DOCUMENTS**

After COUNTY's review of the 100% Final Submittal, any minor final revisions will be incorporated and six (6) sets of Completed Contract Documents will be prepared in accordance with the COUNTY's instructions. Final Bid Documents will be submitted for signature by COUNTY.

### **100% DELIVERABLES**

- A set of Plans at reduced scale (11" x 17"), signed and dated.
- A full size set of plans (24" x 36") printed on vellum paper, signed and dated.
- A loose set of final signed specifications.
- A final Engineer's Estimate.
- CD archive of Project electronic files including PDF of each plan sheet and AutoCAD files.

### **2.4 BIDDING PERIOD SERVICES**

During the bidding period, the CONTRACTOR will prepare responses to any questions regarding the contract documents.

## **PHASE III: CONSTRUCTION**

### **3.1 CONSTRUCTION SUPPORT**

Upon approval by the COUNTY of the construction support proposal, the CONTRACTOR will be available to interpret plans, revise designs, check and approve shop drawings and falsework plans, and make site visits as required during construction.

### **3.2 AS-BUILT PLANS**

CONTRACTOR will prepare As-Built Plans at the conclusion of the construction activities to reflect the as-built construction details.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### PHASE IV: SUPPLEMENTAL SERVICES

This supplemental scope and accompanying budget has been provided to the COUNTY as requested to address issues that may arise during the environmental review and assessment process. A budget has been provided for use on these supplemental services. Upon identification of the need for a supplemental service, CONTRACTOR shall alert COUNTY and request approval to perform the service. Upon receipt of notice to proceed with the service by the COUNTY, CONTRACTOR shall perform the work.

#### 4.1 PUBLIC OUTREACH MEETING

CONTRACTOR will attend a Public scoping meeting, to be scheduled by the COUNTY during the preparation of the environmental technical reports and prior to the start of the environmental documentation phase. The CONTRACTOR will prepare meeting notices for distribution by the COUNTY. The CONTRACTOR will also prepare exhibits to be utilized at this Public meeting. These exhibits will include engineering drawings and concepts in order to discuss the Project with the Public.

A meeting summary report will be prepared by the CONTRACTOR to summarize the issues raised by the Public during the Public meeting. The information gathered at the Public scoping meeting will be used to identify key issues that should be addressed in the ED.

#### DELIVERABLES

- Meeting Notices
- Exhibits for Public Meeting
- Meeting Summary Report

#### 4.2 BIOLOGY TASKS

This Scope of Services addresses issues that may arise during the environmental review and assessment process (NES and BA) that may require site specific data to conclude with certainty the status of a species in the vicinity of a bridge project and the potential impacts to that species from the proposed Project. In assessing impacts to special-status species and sensitive habitats at each of the sites, CONTRACTOR's primary approach will be to use existing data and information (i.e., vegetation types, habitat condition, and geographic range of species) gathered during the site survey to assess the presence and potential impacts to special-status species and habitats. In cases where CONTRACTOR is unable to come to a conclusion regarding a particular species or when there is a disagreement between the COUNTY and the resource agencies regarding the potential impact of a project, CONTRACTOR proposes to gather site specific field data to resolve the issue. Site specific, focused surveys would only be conducted after modifications to the Project area (access roads, staging areas) or construction methods have been reevaluated to avoid or minimize the potential impacts to species and their habitats. For example, if an access road is relocated to avoid a vernal pool, a vernal pool crustacean survey would not be required.

For the Project, CONTRACTOR has identified the additional field work that may be required to assess impacts to special-status species that occur in the vicinity of the bridge. A brief Scope of Services and budget are included for each survey type. Given the prohibitive costs of

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

conducting some protocol-level surveys, CONTRACTOR has limited the survey techniques employed to those that would provide useful information and are cost effective to conduct (e.g., aquatic sampling for salamander larvae rather than upland surveys for adult salamanders).

Based on preliminary research of documented and potentially occurring special-status biological resources in the vicinity of the Project, the following species-specific assessments and surveys may be necessary.

### 4.2.1 SPECIAL-STATUS PLANT SURVEYS

#### *Field Survey*

CONTRACTOR will address the potential occurrence of special-status plant species on the Project site in accordance with Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities (CDFW 2009). CONTRACTOR will examine current Federal and State lists of special-status plant species and current database records. In order to adequately assess the presence of the special-status plant species potentially occurring on the Project site, three (3) surveys will be required. The surveys will be conducted between March and September depending on rainfall and other environmental factors. This survey schedule will cover the flowering periods of all the potential target species. One (1) Biologist can efficiently cover 100 percent (100%) of the Project site during one (1) survey day. If special-status plant species are found, the plant or plant population will be recorded on field maps and/or with a handheld Global Positioning System (GPS) device and documented with digital photographs. All plant species identified on the Project site will be recorded in field notes.

#### *Report*

Following the final survey, CONTRACTOR will prepare a comprehensive report for submittal to the COUNTY detailing the special-status plant survey methodology and results. The report will include an analysis of the occurrence or potential occurrence for all the special-status plants (and sensitive vegetation communities) known from the Project site vicinity. If any special-status plant species are detected on site, CONTRACTOR will prepare and include in the report a graphic displaying the locations of the resources observed.

### 4.2.2 CRLF SITE ASSESSMENT AND FIELD SURVEYS

#### *Site Assessment*

During the initial survey of the Biological Study Area (BSA) for the NES/BA, an assessment of CRLF habitat will be conducted. If required by Caltrans, CONTRACTOR will prepare a formal site assessment of the Project site for CRLF for submittal to the USFWS. The assessment will follow the protocol outlined in the Revised Guidance on Site Assessments and Field Surveys for the CRLF (USFWS 2005). CONTRACTOR will prepare the assessment based on the existing information and sources available in-house. The assessment will be submitted to the USFWS with a copy sent to the COUNTY.

#### *Field Survey*

If the USFWS requires surveys to be conducted, two (2) Biologists will conduct the surveys according to the guidance referenced above. Protocol-level surveys require up eight (8) site

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

visits over a minimum of six (6) weeks. If CRLF's are found on any given survey, subsequent surveys may not be required. Two (2) daytime surveys and four (4) night time surveys will be conducted during the breeding season (January through June); and one (1) daytime and one (1) night time survey will be conducted during the non-breeding season (July through September). Three (3) site visits will include both day and night surveys and two (2) site visits will include only night time surveys for a total of five (5) site visits. Daytime and night time surveys will be combined. At least seven (7) days will separate surveys. CONTRACTOR will prepare a report documenting the results of the surveys and submit the report to the USFWS.

### *Report*

CONTRACTOR will prepare a report of its findings for submission to the COUNTY and the resource agencies. The report will include the dates of the surveys and species observed. Occurrences of listed and other special-status species observed during the survey will also be reported to the CNDDDB as required by Federal and State permits.

### 4.2.3 LEAST BELL'S VIREO (LBV)/WILLOW FLYCATCHER (WFL) PROTOCOL SURVEYS

#### *Field Survey*

To facilitate an accurate assessment of the presence/absence of LBV and WFL, CONTRACTOR will follow the suggested LBV Survey Guidelines (USFWS, 2001). One (1) Biologist will conduct at least eight (8) protocol-level surveys during the nesting season (April 10 to July 31), with at least ten (10) days between surveys. One (1) Biologist can efficiently cover 100 percent (100%) of the Project site during one (1) survey day. The location of any LBV (or WFL) detected will be recorded on field maps and/or with a handheld GPS device. All bird species identified on the Project site will be recorded in field notes.

#### *Report*

CONTRACTOR will prepare a report documenting the survey dates and times, methodology, locations, and results. CONTRACTOR will submit the report to the USFWS and CDFW. If no LBV or WFL are observed during the survey period CONTRACTOR will recommend that the USFWS and the COUNTY consider that these species do not occur on the site.

### 4.2.4 SAN JOAQUIN KIT FOX (SJKF) PROTOCOL SURVEYS

#### *Habitat Assessment*

CONTRACTOR will prepare a formal site assessment of the Project site for SJKF. The assessment will follow the protocol outlined in the USFWS SJKF Survey Protocol for the Northern Range (USFWS 1999). CONTRACTOR will prepare the assessment based on the existing information and sources available to CONTRACTOR in-house. The assessment will be submitted to the USFWS with a copy sent to the COUNTY.

#### *Field Survey*

Due to the prohibitively high cost of the conducting full protocol-level surveys for this species, CONTRACTOR proposes to conduct only a limited set of surveys for SJKF. The survey will consist of a burrow survey of the entire Project site including access roads and staging areas, and operation of camera stations at a density of eight (8) per 640 acres for ten (10) nights. CONTRACTOR assumes that the camera stations could be left for up to ten (10) days without

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

changing batteries. Camera stations may be replaced with scent stations if the cameras cannot be secured and hidden.

### *Report*

CONTRACTOR will prepare a report of their findings for submission to the COUNTY and the resource agencies. The report will include the dates of the surveys and species observed. Occurrences of listed and other special-status species observed during the survey will also be reported to the CNDDDB as required by Federal and State permits.

#### 4.2.5 BURROWING OWL GUIDELINE SURVEYS

##### *Field Surveys*

During the initial survey of the BSA for the NES/BA, an assessment of burrowing owl habitat will be conducted. If suitable habitat is present, additional follow-up surveys to determine the status of (wintering, breeding) may be required. These follow-up surveys will consist of one (1) Biologist walking transects across the site while examining the ground for small mammal burrows suitable for use by burrowing owls. If suitable burrows are present, the Biologist will examine burrows for signs of recent burrowing owl activity (droppings, pellets, prey remains), as well as scan the area for owls. The surveys will be conducted from two (2) hours before to one (1) hour after sunset, or from one (1) hour before to two (2) hours after sunrise, in accordance with the CDFW's *Staff Report on Burrowing Owl Mitigation* (revised March 7, 2012).

##### *Report*

The results of the survey will be summarized in a letter report including photographs and maps.

#### 4.2.6 VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS

For determining absence at a site, USFWS protocols for vernal pool invertebrates (1996) require negative findings from a minimum of two (2) seasons of surveys. The two (2) surveys can consist of two (2) wet season surveys (described below) or one (1) wet season and one (1) dry season survey. In CONTRACTOR's experience, the two (2) strategies (two (2) wet versus one (1) wet and one (1) dry) can each have their own benefits. The wet/wet is often more accurate, but takes a year and a half (1 ½ years) to complete and can be delayed if rainfall is below average. The wet/dry can be completed in less than one (1) year, but the cysts collected are not always identifiable to species.

##### *Wet Season Surveys*

Wet season surveys require sampling ponded areas on the site every two (2) weeks. These surveys begin when the pools fill and hold over one (1) inch of water. They continue until the pools dry or 120-days have passed. Should the pools dry and refill, the clock will restart. This scope includes the cost of one (1) Biologist visiting the site on eight (8) occasions during the 2014-2015 rainy season survey. This budget assumes that surveys will continue throughout the rainy season with no breaks. CONTRACTOR can expect to suspend surveys at any time should listed species be found.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

For the wet season survey, CONTRACTOR will complete the following work:

- Coordination – CONTRACTOR will contact the USFWS for authorization to conduct the survey as required by the protocol.
- Conduct Wet Season Surveys – One (1) Biologist will visit the site every two (2) weeks once ponded areas begin to hold greater than one (1) inch of water. The Biologist will sample the pools with dip nets in order to capture any crustaceans that may be swimming in the water column. The Biologist will collect data and record observations. Specimens will be collected if necessary for identification in the lab or for deposition in museums as required in the protocol.
- Reporting – As required by permit, CONTRACTOR will provide a report presenting the results of these formal surveys to the USFWS within ninety (90) days of the completion of field work. If any listed invertebrates are collected, CONTRACTOR will submit voucher specimens to the California Academy of Sciences as required by permit.

### *Dry Season Surveys*

Dry season surveys require collection of approximately one (1) liter of surface soil material from up to ten (10) different locations within each pool. Soils are wetted and poured through a series of sieves that will separate out particles that are the size of crustacean cysts. Sieved materials of the correct size are inspected for the presence of cysts under microscopes. For this budget, CONTRACTOR assumes up to five (5) pools may be present on the Project site.

For the 2014 or 2015 dry season surveys, CONTRACTOR will complete the following work:

- Coordination – CONTRACTOR will contact the USFWS for authorization to conduct the survey as required by the protocol.
- Collection of Soils – One (1) Biologist will make a one (1) day visit to the site to collect soil samples from the each of the ponding areas. Soils will be stored dry in plastic bags that are marked to indicate the location of collection.
- Sieving of material – One (1) Biologist will wet the soil samples and then pour the samples through a series of correctly sized sieves. The sieved material will be suspended in a saline solution to separate organic material from inorganic material. The remaining organic material will be collected on blotter paper and dried.
- Inspection of material – One (1) Biologist will inspect the sieved soil material searching for the presence of cysts. Observations will be recorded on USFWS data sheets. Any cysts will be identified to genus and the most likely species, then collected and saved as per the official protocol.
- Reporting – CONTRACTOR will also need to provide a report presenting the results of these formal surveys to the USFWS within ninety (90) days of the completion of lab work as specified in CONTRACTOR'S Federal permit. If any listed invertebrate cysts are collected, CONTRACTOR is also required to submit voucher specimens to the California Academy of Sciences.

## 4.2.7 BAT DETECTION SURVEYS

### *Field Survey*

During the initial survey of the BSA for the NES/BA, an assessment of bat habitat on the existing bridge will be conducted. If special-status bat species are or could be using the bridge more information on what areas of the bridge the species are using and in what capacity

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

(maternity roosts, day roosts, and/or night roosts) may be required. To provide such information additional follow-up surveys may be required. Follow-up surveys would be conducted from late afternoon until after dark to observe bats in day roosts (e.g., expansion joints), watch for emerging bats at dusk, and survey known or potential night roosts after dark. One (1) to two (2) follow-up surveys, depending on the time of year the work is scheduled, would be conducted.

### *Report*

The results of the survey will be summarized in a letter report.

### 4.3 IS/MND TASKS

If, during the course of the technical reporting and environmental documentation, unforeseen environmental constraints or Project impacts are identified that would necessitate the preparation of an IS/MND to address CEQA requirements, the CONTRACTOR shall notify the COUNTY immediately to discuss whether the Project could be redesigned to avoid such impacts. If the Project could not be redesigned to avoid impacts, the CONTRACTOR shall request authorization to utilize the supplemental budget to prepare an IS/MND. The scope for the IS/MND is as follows:

#### 4.3.1 IS/MND

Following approval of the draft technical reports, CONTRACTOR will prepare a comprehensive Administrative Draft IS/MND for review. Included in the IS/MND will be a Project Description, discussion of the environmental review process, and Project methodology. Technical studies prepared by CONTRACTOR and other Project team members will be summarized into the IS/MND document. Non-technical issue areas (e.g., land use, Public services and utilities, etc.) and issues anticipated to have no or minor environmental effects will also be documented in the IS/MND.

### DELIVERABLES

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Administrative Draft IS/MND

#### 4.3.2 CIRCULATE DED FOR PUBLIC REVIEW

After receiving comments on the Administrative Draft IS/MND (one (1) set of non-conflicting consolidated comments from the COUNTY), CONTRACTOR will revise the document and prepare the DED for Public review.

CONTRACTOR will provide the preprint version of the DED to the COUNTY prior to Public circulation of the document. The purpose of submitting this preprint version will be to allow the COUNTY to review the changes to the document, resolve any remaining questions, and verify that the COUNTY is satisfied with the overall DED. After the COUNTY reviews and approves the document for printing, the DED will be circulated for Public review.

CONTRACTOR will distribute up to thirty (30) hard copies and sixteen (16) CDs of the document to a distribution list for the Project provided by the COUNTY. CONTRACTOR will provide PDF files to the COUNTY for posting on the COUNTY's website if desired. CONTRACTOR will prepare a Draft NOI and a Public NOA for the Public review DED for

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

COUNTY's review and signature. The COUNTY will be responsible for publication of the Public notice in a general circulation newspaper. In addition, CONTRACTOR will file a NOC with the County Clerk and the SCH to begin the required Public review period.

### **DELIVERABLES**

- Thirty (30) print copies and sixteen (16) CDs with PDF files of the Public review DED (Fifteen (15) CDs for the SCH and one (1) CD for the COUNTY's use in posting on the COUNTY's website);
- Draft NOI, NOA, and NOC.

### **4.3.3 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT**

Upon close of the Public review period, CONTRACTOR will review the Public and agency comments on the DED, and will coordinate with the COUNTY to strategize the preparation of the responses to comments. It is anticipated that the Public comments will not be extensive, and therefore, this scope and budget is based on responding to approximately twenty-five (25) comments on the Project. CONTRACTOR's budget estimate includes a level of effort accordingly, for this task. Should additional labor effort be needed to respond to comments on the DED, CONTRACTOR will obtain authorization of additional budget from the COUNTY prior to any such expenditure.

CONTRACTOR will respond to the comments received on the DED in coordination with the COUNTY, and will submit the draft responses to the COUNTY for review.

### **4.3.4 FINAL ED**

Following the COUNTY's review of the draft responses to comments, the DED that was distributed for Public review will be revised as required to incorporate relevant comments/data received during the Public review period. Revisions to the DED will be identified in track changes/redline in the MS Word file to facilitate subsequent review. All comments received on the DED during the Public review period, as well as the responses to comments, will be included as an appendix to the Final ED.

CONTRACTOR will prepare a Mitigation Monitoring and Reporting Program (MMRP) in accordance with CEQA Guidelines Section 15097 for use in ensuring implementation of the mitigation measures for the Project. The Draft MMRP will be submitted to the COUNTY for review and comment, and the Final MMRP, along with the Final Responses to Comments and Final ED, will be provided to the COUNTY for approval.

Following COUNTY approval of the Final IS/MND, CONTRACTOR will prepare and file a NOD with the County Clerk and SCH. If the environmental review indicates that the Project would not qualify for the CDFW fee exemption, the CONTRACTOR will provide a check for the fee to be submitted to the County Clerk with the NOD. The CONTRACTOR will be reimbursed by the COUNTY for the fee amount required by the CDFW.

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **DELIVERABLES**

- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final Responses to Comments and associated changes to the ED
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Draft MMRP
- One (1) electronic copy in MS Word, one (1) PDF, and two (2) hard copies of the Final MMRP

### **4.4 FULL FOOTING REHABILITATION SCOUR MITIGATION**

In order for this supplemental task to be approved, it would require recommendation from the CONTRACTOR and agreement by the COUNTY, during the Preliminary Engineering Phase, that either the existing foundations or the existing soils materials are so compromised that the preferred scour mitigation plan will not be adequate. CONTRACTOR will then need to design a full footing rehabilitation which will require the design of new pile supports to replace/augment the existing foundations. This will require additional geotechnical investigation, additional as well as deeper borings and recommendations, development of analytical models and additional analysis to insure an adequate load path. With the increased size of the footings, this will likely require additional hydraulic modeling and additional local pier scour recommendations. This scour mitigation concept will require additional coordination with environmental resource agencies and development of additional impact quantities. This concept would also require additional development of specifications, quantities and a more extensive independent design check as well as QA/Quality Control (QC) review.

### **DELIVERABLES**

- Additional Geotechnical Investigations and Recommendations
- Analytical Models with New Foundations
- Additional Engineering Plans
- Additional Technical Specifications and Estimates

## **EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **WORK NOT INCLUDED**

This Scope of Services does not include tasks identified as not included in the Scope of Services:

- Topographic surveying.
- Slope protection plans except as required to protect bridge foundations.
- Landscaping and street lighting design, except as required by the CEQA/NEPA documents or regulatory environmental permits.
- Feasibility or planning studies for future channel flood control improvement.
- Service load or load rating of existing bridge.
- Seismic vulnerability, evaluation and rehabilitation of the existing bridge.
- Design of temporary or permanent channel mitigation measures.
- Handling and disposal of hazardous materials.
- Depiction of any recommended maintenance work.
- Construction contract administration.

### **MATERIALS, INFORMATION AND DATA TO BE PROVIDED BY THE COUNTY**

- Topographic survey data.
- Available pertinent information, data and reports of the surrounding area, such as adjacent project plans, reports, specifications, etc.

### **WORK PERFORMED BY THE COUNTY**

The COUNTY will perform tasks as identified in the above Scope of Services and the following:

- Review and Comment on Design Submittals
- Project Approval
- Preparation and execution of utility agreements
- PS&E Approval
- Advertise for Bids
- Award of Construction Contract
- Advertising and bidding administration
- Process right of entry requests for surveying and subsurface exploration

**ANY ADDITIONAL SERVICES REFERENCED IN THIS EXHIBIT A OF THIS AGREEMENT WHICH DO NOT INCLUDE A COST SHALL NOT BE PROVIDED BY THE CONTRACTOR UNLESS PRESENTED TO AND AUTHORIZED BY THE COUNTY IN WRITING VIA AN EXECUTED AMENDMENT TO THIS AGREEMENT.**

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### PAYMENT PROVISIONS

#### BASIC SERVICES:

1. CONTRACTOR shall be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Rate Schedule attached hereto. The specified hourly rates include direct salary costs, employee benefits, overhead, and fee.
2. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary and subconsultant costs. CONTRACTOR will be reimbursed for subconsultant costs at actual cost.
3. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified by the COUNTY. CONTRACTOR shall receive compensation for travel expenses per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at:  
[http://www.co.monterey.ca.us/auditor/pdfs/County\\_Travel\\_Business\\_Expense\\_Policy\\_12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)  
To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
4. CONTRACTOR will invoice monthly for payment of services provided and cost incurred, including actual hours worked by task and staff member, and costs incurred during the previous month.

#### SUPPLEMENTAL SERVICES:

The basis of payment for the supplemental services provided under this Agreement shall be at the standard hourly rates specified in CONTRACTOR's Rate Schedule attached hereto. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.

1. The COUNTY shall reimburse the CONTRACTOR at standard hourly rates as listed in the attached Rate Schedule.
2. The CONTRACTOR shall be reimbursed for travel expenses incurred in accordance with Paragraph 3 above under Basic Services.

#### TOTAL COMPENSATION

The specific rates of compensation specified in CONTRACTOR's Rate Schedule are not adjustable and are valid through the initial term of the Agreement. A rate increase may be negotiated according to Section 13.0, Agreement to Terms and Conditions, of RFQ #10490 – On-Call Bridge Design Services for Monterey County Bridge Projects.

For billing purposes work will be segregated between basic and supplemental services:

The total amount payable by COUNTY for work under this Agreement for Basic Services shall not exceed the sum of \$325,995, unless authorized by COUNTY through an amendment to this Agreement.

The total amount payable by COUNTY for work under this Agreement for Supplemental Services shall not exceed the sum of \$169,252, unless authorized by COUNTY through an amendment to this Agreement.

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

The total amount payable by COUNTY for work under this Agreement for Basic and Supplemental Services shall not exceed the sum of \$495,247, unless authorized by COUNTY through an amendment to this Agreement.

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**TRC ENGINEERS, INC.**

**RATE SCHEDULE**

**LABOR RATES**

<u>Personnel Classification</u>	<u>2015-2016 Hourly Rate</u>	<u>2017-2018 Hourly Rate</u>
Project Manager	\$ 225.00	\$ 236.25
Project Engineer/Coordinator	\$ 170.00	\$ 178.50
Environmental Manager	\$ 166.00	\$ 174.30
Certified Industrial Hygienist	\$ 166.00	\$ 174.30
Senior Engineer	\$ 140.00	\$ 147.00
ISA Scientist	\$ 128.00	\$ 134.40
Engineer II	\$ 120.00	\$ 126.00
Engineer I	\$ 90.00	\$ 94.50
CADD Supervisor	\$ 135.00	\$ 141.75
CADD Technician	\$ 85.00	\$ 89.25
Desktop Publisher	\$ 70.00	\$ 73.50
Administrative Assistant	\$ 70.00	\$ 73.50

2015-2016 Rates are effective through December 31, 2016. 2017-2018 Rates are effective from January 1, 2017 through December 31, 2018. Should work be required beyond December 31, 2018, an amendment to this Agreement will be required to establish hourly rates and provide necessary additional fee to complete the work accordingly.

Similarly titled staff will be billed at equivalent rates (i.e Senior Scientist, Senior Geologist, Senior Environmental Planner, etc. will be billed at the hourly rate for a Senior Engineer).

**DIRECT EXPENSE UNIT RATES**

Mileage: Current IRS Mileage Rate, currently \$0.575 per mile.

Other direct costs including telephone, fax, reproduction, and postage will be billed at actual cost.

For travel, lodging and meal reimbursement, Contractor shall receive compensation for travel expenses as per "Monterey County Travel and Business Expense Reimbursement Policy." A copy of the policy is available online at:

[http://www.co.monterey.ca.us/auditor/pdfs/County\\_Travel\\_Business\\_Expense\\_Policy\\_12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

Subconsultants will be billed at actual cost.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

TRC ENGINEERS, INC.  
 COST FOR BASIC AND SUPPLEMENTAL SERVICES

PROJECT

County of Monterey  
 Bradley Road Bridge Scour Repair

FIRM	BASIC		SUPPLEMENTAL		TOTAL		GRAND TOTAL
	LABOR	ODCS	LABOR	ODCS	LABOR	ODCS	
TRC	\$ 9,800	\$ 1,667	\$ -	\$ -	\$ 9,800	\$ 1,667	\$ 11,467
QUINCY	\$ 129,383	\$ 1,980	\$ 39,332	\$ -	\$ 168,715	\$ 1,980	\$ 170,695
LSA	\$ 95,415	\$ 11,747	\$ 116,405	\$ 13,515	\$ 211,820	\$ 25,262	\$ 237,082
PARIKH	\$ 42,583	\$ 8,160	\$ -	\$ -	\$ 42,583	\$ 8,160	\$ 50,743
WRECO	\$ 24,460	\$ 800	\$ -	\$ -	\$ 24,460	\$ 800	\$ 25,260
<b>TOTALS</b>	<b>\$ 301,641</b>	<b>\$ 24,354</b>	<b>\$ 155,737</b>	<b>\$ 13,515</b>	<b>\$ 457,378</b>	<b>\$ 37,869</b>	<b>\$ 495,247</b>
	<b>\$325,995</b>		<b>\$169,252</b>		<b>\$495,247</b>		

\* ODC - Other Direct Costs

TRC Engineers, Inc  
 Bradley Road Bridge Scour Repair  
 RMA - Public Works

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

County of Monterey Bradley Road Bridge Scour Repair		TRC ENGINEERS, INC HOURS & DESIGN FEE WORKSHEET				
Task Description	Project Manager	Project Engineer	Admin/ Publishing	Total Hours	Total \$	
	M. Imbriani	M. Christensen	T. Meador	Hours		
<b>PHASE I: PROJECT MANAGEMENT</b>						
0.1 PROJECT MANAGEMENT	24	12	8	44	\$8,000	
0.2 PROJECT INITIATION						
0.3 COORDINATION MEETINGS						
0.4 DESIGN REVIEW MEETINGS						
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION	8			8	\$1,800	
<b>PHASE II: PRELIMINARY ENGINEERING &amp; REPORTS</b>						
1.1 TOPOGRAPHIC SURVEYING						
1.1.1 HYDRAULIC HEC-RAS CROSS-SECTIONS						
1.1.2 TOPOGRAPHICAL PLAN						
1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS						
1.2.1 PRELIMINARY ASSESSMENT						
1.2.2 FIELD RECONNAISSANCE						
1.2.3 HYDROLOGIC DATA						
1.2.4 HYDRAULIC ANALYSIS						
1.2.6 SCOUR ANALYSIS						
1.2.8 COUNTERMEASURES DESIGN						
1.2.7 DESIGN HYDRAULIC STUDY REPORT						
1.3 GEOTECHNICAL INVESTIGATION						
1.4 UTILITY COORDINATION						
1.5 RIGHT-OF-WAY ENGINEERING						
1.6 RIGHT-OF-WAY ACQUISITION (BY COUNTY)						
1.7 ENVIRONMENTAL DOCUMENTS						
1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION						
1.7.1.1 KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW						
1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS						
1.7.1.3 PROJECT DESCRIPTION						
1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES						
1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)						
1.7.2.2 JURISDICTIONAL DELINEATION (JD)						
1.7.2.3 BIOLOGICAL ASSESSMENT (BA)						
1.7.2.4 CULTURAL RESOURCES						
1.7.2.6 GEOLOGY						
1.7.2.8 HAZARDOUS MATERIALS						
1.7.2.7 HYDROLOGY AND WATER QUALITY						
1.7.2.8 FLOODPLAIN EVALUATION REPORT						
1.7.2.9 NOISE						
1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS						
1.7.4 FINAL TECHNICAL STUDIES						
1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS						
1.7.5.1 CIRCULATE DRAFT ED FOR PUBLIC REVIEW						
1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT						
1.7.6 FINAL ED						
1.7.7 PERMITTING						
1.7.8 MEETING/HEARING ATTENDANCE						
1.8 35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION:						
1.8.1 PRELIMINARY STRATEGY REPORT						
1.8.2 35% PRELIMINARY PLANS						
<b>PHASE III: FINAL DESIGN</b>						
2.1 UNCHECKED DESIGN SUBMITTALS (65% PS&E)						
2.1.1 65% COMPLETE PLANS						
2.1.2 65% COMPLETE SPECIFICATIONS						
2.1.3 65% CONSTRUCTION COST ESTIMATE						
2.1.4 MEMORANDUM RESPONSE TO COMMENTS						
2.2 CHECKED DESIGN SUBMITTAL (65% PS&E)						
2.2.1 65% COMPLETE PLANS						
2.2.2 65% COMPLETE SPECIFICATIONS						
2.2.3 65% CONSTRUCTION COST ESTIMATE						
2.2.4 QUALITY ASSURANCE REVIEW						
2.2.5 MEMORANDUM RESPONSE TO COMMENTS						
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)						
2.3.1 100% FINAL PLANS						
2.3.2 MEMORANDUM RESPONSE TO COMMENTS						
2.3.3 BID DOCUMENTS						
2.4 BIDDING PERIOD SERVICES						
<b>PHASE IV: CONSTRUCTION</b>						
3.1 CONSTRUCTION SUPPORT						
3.2 AS-BUILT PLANS						
<b>PHASE V: SUPPLEMENTAL TASKS</b>						
4.1 PUBLIC OUTREACH MEETING						
4.2 BIOLOGY TASKS						
4.2.1 SPECIAL-STATUS PLANT SURVEYS						
4.2.2 CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT						
4.2.3 LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER						
4.2.4 PROTOCOL SURVEYS						
4.2.5 SAN JOAQUIN KIT FOX PROTOCOL SURVEYS						
4.2.6 BURROWING OWL GUIDELINE SURVEYS						
4.2.6 VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS						
4.2.7 BAT DETECTION SURVEYS						
4.3 ISMND TASKS						
4.4 FULL FOOTING REHABILITATION SCOUR MITIGATION						
	Hrs 32	Hrs 12	Hrs 6	52	\$9,800	
	Rate 225.00	Rate 170.00	Rate 70.00			
	7200	2040	580	52	\$9,800	
	% of Total Hours/Classification	62%	23%	16%	100%	
<b>Notes:</b>						
				ODCa		
				Mileage	\$821	
				Overnight Mail	\$40	
				Misc	\$1,000	
				<b>Total ODCa</b>	<b>\$1,867</b>	
				<b>Grand Total</b>	<b>\$11,467</b>	

# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey Bradley Road Bridge Scour Repair		Quincy Engineering HOURS & DESIGN FEE WORKSHEET																	
Task Description		LABOR														Total Hours	Total \$		
		Principal In Charge	Project Manager	Senior Engineer Bridge PE	Senior Engineer Roadway PE	Associate Engineer Bridge	Associate Engineer Roadway	Assistant Engineer Bridge	Assistant Engineer Roadway	Senior Engineer Geotechnical	Senior Engineer O&M/C	CADD Technician	Total	Staff					
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours					
<b>Phase 0: PROJECT MANAGEMENT:</b>																			
0.1	PROJECT INITIATION																	8	\$1,818
0.2	COORDINATION MEETINGS																	16	\$3,632
0.4	DESIGN REVIEW MEETINGS																	16	\$3,632
0.6	CALTRANS LOCAL ASSISTANCE COORDINATION																	8	\$1,818
<b>Phase I: PRELIMINARY ENGINEERING &amp; REPORTS</b>																			
1.1	TOPOGRAPHIC SURVEYING																		
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS																		
1.1.2	TOPOGRAPHICAL PLAN																		
1.1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS																		
1.2.1	PRELIMINARY ASSESSMENT																		
1.2.2	FIELD RECONNAISSANCE																	8	\$1,818
1.2.3	HYDROLOGIC DATA																	24	\$5,400
1.2.4	HYDRAULIC ANALYSIS																	16	\$3,632
1.2.5	SCOUR ANALYSIS																	2	\$454
1.2.6	COUNTERMEASURES DESIGN																	8	\$1,818
1.2.7	DESIGN HYDRAULIC STUDY REPORT																	4	\$908
1.3	GEOTECHNICAL INVESTIGATION																		
1.4	UTILITY COORDINATION																	1	\$227
1.6	RIGHT-OF-WAY ENGINEERING																	4	\$908
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)																	2	\$454
1.7	ENVIRONMENTAL DOCUMENTS																		
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION																		
1.7.1.1	RISK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW																		
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS																	4	\$908
1.7.1.3	PROJECT DESCRIPTION																		
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES																		
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)																		
1.7.2.2	JURISDICTIONAL DELINEATION (JD)																		
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)																		
1.7.2.4	CULTURAL RESOURCES																		
1.7.2.5	GEOLOGY																	2	\$454
1.7.2.6	HAZARDOUS MATERIALS																	4	\$908
1.7.2.7	HYDROLOGY AND WATER QUALITY																		
1.7.2.8	FLOODPLAIN EVALUATION REPORT																		
1.7.2.9	NOISE																		
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS																		
1.7.4	FINAL TECHNICAL STUDIES																		
1.7.6	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS																		
1.7.6.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW																		
1.7.6.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT																		
1.7.6	FINAL ED																		
1.7.7	PERMITTING																		
1.7.8	MEETING/HEARING ATTENDANCE																		
1.8	35% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION:																		
1.8.1	PRELIMINARY STRATEGY REPORT																	4	\$908
1.8.2	35% PRELIMINARY PLANS																	8	\$1,818
<b>Phase II: FINAL DESIGN</b>																			
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)																		
2.1.1	65% COMPLETE PLANS																	8	\$1,818
2.1.2	65% COMPLETE SPECIFICATIONS																	4	\$908
2.1.3	65% CONSTRUCTION COST ESTIMATE																	2	\$454
2.1.4	MEMORANDUM RESPONSE TO COMMENTS																	2	\$454
2.2	CHECKED DESIGN SUBMITTAL (65% PS&E)																		
2.2.1	65% COMPLETE PLANS																	8	\$1,818
2.2.2	65% COMPLETE SPECIFICATIONS																	2	\$454
2.2.3	65% CONSTRUCTION COST ESTIMATE																	2	\$454
2.2.4	QUALITY ASSURANCE REVIEW																	2	\$454
2.2.5	MEMORANDUM RESPONSE TO COMMENTS																	2	\$454
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)																		
2.3.1	100% FINAL PLANS																	2	\$454
2.3.2	MEMORANDUM RESPONSE TO COMMENTS																	2	\$454
2.3.3	BID DOCUMENTS																	4	\$908
2.4	BIDDING PERIOD SERVICES																	4	\$908
<b>Phase III: CONSTRUCTION</b>																			
3.1	CONSTRUCTION SUPPORT																		
3.2	AS-BUILT PLANS																	8	\$1,818
<b>Phase IV: SUPPLEMENTAL TASKS</b>																			
4.1	PUBLIC OUTREACH MEETING																		
4.2	BIOLOGY TASKS																		
4.2.1	SPECIAL STATUS PLANT SURVEYS																		
4.2.2	CRIP SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT																		
4.2.3	LEAST BELT'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER PROTOCOL SURVEYS																		
4.2.4	SAN JOAQUIN KIT FOX PROTOCOL SURVEYS																		
4.2.5	BURROWING OWL GUIDELINE SURVEYS																		
4.2.6	VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS																		
4.2.7	BAT DETECTION SURVEYS																		
4.3	IS/MND TASKS																		
4.4	FULL FOOTING REHABILITATION SCOUR MITIGATION																	20	\$4,540
Loaded Billing Rate		227.00	185	72	60	276	76	204	130.00	188.00	208.00	100.00	168	1097	\$168,715				
Basic Labor Cost			37,455	14,978	8,100	41,400	10,640	26,820		10,626	2,498	15,600	1067	\$168,715					
% of Total Hours by Classification			16%	7%	8%	28%	7%	16%		3%	1%	18%	100%						

- 1 Travel \$1,125
- 2 Per Diem/Hotel \$300
- 3 Delivery \$80
- 4 Mounting Boards for \$500

Total ODCs \$1,980  
Grand Total \$170,695



# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey Bradley Road Bridge Scour Repair		Parkh CONSULTANTS, INC HOURS & DESIGN FEE WORKSHEET										
Task Description	LABOR										Total Hours	Total \$
	Project Manager D. Parkh	Senior Prof. Eng. D. Wang	Project Engineer E. Olivas	Staff Engineer	Road Engineer	Laboratory Technician	Engineering Draftsman	Contract Manager	Senior Eng. Assistant J. Baker			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
<b>Phase I: PROJECT MANAGEMENT</b>												
0.1 PROJECT MANAGEMENT												
0.2 PROJECT INITIATION												
0.3 COORDINATION MEETINGS												
0.4 DESIGN REVIEW MEETINGS												
0.5 CALTRANS LOCAL ASSISTANCE COORDINATION												
<b>Phase II: PRELIMINARY ENGINEERING &amp; REPORTS</b>												
1.1 TOPOGRAPHIC SURVEYING												
1.1.1 HYDRAULIC HEC-RAS CROSS-SECTIONS												
1.1.2 TOPOGRAPHICAL PLAN												
1.2 HYDROLOGIC AND HYDRAULIC ANALYSIS												
1.2.1 PRELIMINARY ASSESSMENT												
1.2.2 FIELD RECONNAISSANCE												
1.2.3 HYDROLOGIC DATA												
1.2.4 HYDRAULIC ANALYSIS												
1.2.5 SCOUR ANALYSIS												
1.2.6 COUNTERMEASURES DESIGN												
1.2.7 DESIGN HYDRAULIC STUDY REPORT												
1.3 GEOTECHNICAL INVESTIGATION	23	43	80	74	18	32	36	2			319	\$35,501
1.4 UTILITY COORDINATION												
1.5 RIGHT-OF-WAY ENGINEERING												
1.5.1 RIGHT-OF-WAY ACQUISITION (BY COUNTY)												
1.5.2 ENVIRONMENTAL DOCUMENTS												
1.7.1 PROJECT INITIATION AND PROJECT DESCRIPTION												
1.7.1.1 KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW												
1.7.1.2 COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS												
1.7.1.3 PROJECT DESCRIPTION												
1.7.2 PREPARATION OF DRAFT TECHNICAL STUDIES												
1.7.2.1 NATURAL ENVIRONMENT STUDY (NES)												
1.7.2.2 JURISDICTIONAL DELINEATION (JD)												
1.7.2.3 BIOLOGICAL ASSESSMENT (BA)												
1.7.2.4 CULTURAL RESOURCES												
1.7.2.5 GEOLOGY												
1.7.2.6 HAZARDOUS MATERIALS	2	6	8	4			2			6	28	\$4,082
1.7.2.7 HYDROLOGY AND WATER QUALITY												
1.7.2.8 FLOODPLAIN EVALUATION REPORT												
1.7.2.9 NOISE												
1.7.3 REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS												
1.7.4 FINAL TECHNICAL STUDIES												
1.7.5 PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS												
1.7.5.1 CIRCULATE DRAFT ED FOR PUBLIC REVIEW												
1.7.5.2 RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT												
1.7.6 FINAL ED												
1.7.7 PERMITTING												
1.7.8 MEETING/HEARING ATTENDANCE												
1.8 95% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION;												
1.8.1 PRELIMINARY STRATEGY REPORT												
1.8.2 95% PRELIMINARY PLANS												
<b>Phase III: FINAL DESIGN</b>												
2.1 UNCHECKED DESIGN SUBMITTALS (85% PS&E)												
2.1.1 85% COMPLETE PLANS												
2.1.2 85% COMPLETE SPECIFICATIONS												
2.1.3 85% CONSTRUCTION COST ESTIMATE												
2.1.4 MEMORANDUM RESPONSE TO COMMENTS												
2.2 CHECKED DESIGN SUBMITTAL (85% PS&E)												
2.2.1 95% COMPLETE PLANS												
2.2.2 95% COMPLETE SPECIFICATIONS												
2.2.3 85% CONSTRUCTION COST ESTIMATE												
2.2.4 QUALITY ASSURANCE REVIEW												
2.2.5 MEMORANDUM RESPONSE TO COMMENTS												
2.3 FINAL DESIGN SUBMITTAL (100% PS&E)												
2.3.1 100% FINAL PLANS												
2.3.2 MEMORANDUM RESPONSE TO COMMENTS												
2.3.3 BID DOCUMENTS												
2.4 BIDDING PERIOD SERVICES												
<b>Phase IV: CONSTRUCTION</b>												
3.1 CONSTRUCTION SUPPORT												
3.2 AS-BUILT PLANS												
<b>Phase V: SUPPLEMENTAL TASKS</b>												
4.1 PUBLIC OUTREACH MEETING												
4.2 BIOLOGY TASKS												
4.2.1 SPECIAL STATUS PLANT SURVEYS												
4.2.2 CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT												
4.2.3 LEAST BEL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER PROTOCOL SURVEYS												
4.2.4 SAN JOAQUIN KIT FOX PROTOCOL SURVEYS												
4.2.5 BURROWING OWL GUIDELINE SURVEYS												
4.2.6 VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS												
4.2.7 BAT DETECTION SURVEYS												
4.3 ISMIND TASKS												
4.4 FULL FOOTING REHABILITATION SCOUR MITIGATION												
<b>Summary</b>	26	49	98	78	18	32	36	2		6	346	\$42,583
Loaded Billing Rate Cost	248.00	177.00	113.00	60.00	116.00	84.00	92.00	167.00		190.00		
% of Total Hours by Classification	7%	14%	28%	23%	5%	9%	11%	1%		2%	100%	
Notes:												
											ODCs	
											1 Drilling Rig	4510
											2 Grouting Holes	300
											3 Traffic Control	1250
											4 Reproduction	100
											6 Fish & Game Per	2000
											Total ODCs	\$ 8,160
											Grand Total	\$ 50,743

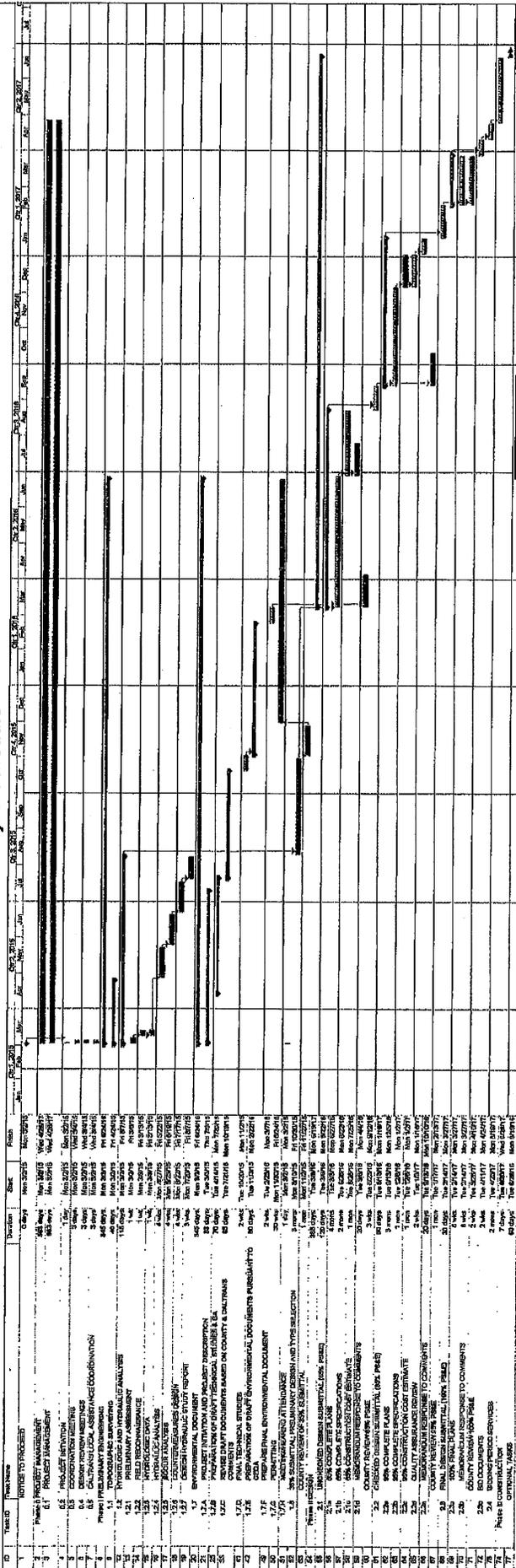
# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey Bradley Road Bridge Scour Repair		Wreco HOURS & DESIGN FEE WORKSHEET											
Task Description		LABOR								Total Hours	Total \$		
		Principal Engineer H. Long Hours	Supervising Engineer TBD Hours	Senior Engineer C. Brown Hours	Associate Engineer TBD Hours	Staff Engineer TBD Hours	Technician TBD Hours	Clinical Tech Editor TBD Hours	Other Hours				
<b>Phase 0: PROJECT MANAGEMENT</b>													
0.1	PROJECT MANAGEMENT												
0.2	PROJECT INITIATION												
0.3	COORDINATION MEETINGS	2		4								6	\$1,110
0.4	DESIGN REVIEW MEETINGS	2		8								10	\$1,790
0.6	CALTRANS LOCAL ASSISTANCE COORDINATION												
<b>PHASE I: PRELIMINARY ENGINEERING &amp; REPORTS</b>													
1.1	TOPOGRAPHIC SURVEYING												
1.1.1	HYDRAULIC HEC-RAS CROSS-SECTIONS												
1.1.2	TOPOGRAPHICAL PLAN												
1.2	HYDROLOGIC AND HYDRAULIC ANALYSIS												
1.2.1	PRELIMINARY ASSESSMENT	2		2	2							6	\$800
1.2.2	FIELD RECONNAISSANCE			8	8							16	\$2,240
1.2.3	HYDROLOGIC DATA	1		2	4							7	\$1,436
1.2.4	HYDRAULIC ANALYSIS	1		2	4					16	2	26	\$2,588
1.2.5	SCOUR ANALYSIS	2		4	12							18	\$2,430
1.2.6	COUNTERMEASURES DESIGN	2		12	4							18	\$2,910
1.2.7	DESIGN HYDRAULIC STUDY REPORT	2		6	24						2	42	\$4,980
1.3	GEOTECHNICAL INVESTIGATION												
1.4	UTILITY COORDINATION												
1.5	RIGHT-OF-WAY ENGINEERING												
1.6	RIGHT-OF-WAY ACQUISITION (BY COUNTY)												
1.7	ENVIRONMENTAL DOCUMENTS												
1.7.1	PROJECT INITIATION AND PROJECT DESCRIPTION												
1.7.1.1	KICK OFF MEETING WITH PROJECT TEAM/FIELD REVIEW												
1.7.1.2	COORDINATION WITH RESPONSIBLE/COOPERATING AGENCIES AND OTHER STAKEHOLDERS												
1.7.1.3	PROJECT DESCRIPTION												
1.7.2	PREPARATION OF DRAFT TECHNICAL STUDIES												
1.7.2.1	NATURAL ENVIRONMENT STUDY (NES)												
1.7.2.2	JURISDICTIONAL DELINEATION (JD)												
1.7.2.3	BIOLOGICAL ASSESSMENT (BA)												
1.7.2.4	CULTURAL RESOURCES												
1.7.2.5	GEOLOGY												
1.7.2.6	HAZARDOUS MATERIALS												
1.7.2.7	HYDROLOGY AND WATER QUALITY												
1.7.2.8	FLOODPLAIN EVALUATION REPORT												
1.7.2.9	NOISE												
1.7.3	REVISE DRAFT DOCUMENTS BASED ON COUNTY AND CALTRANS COMMENTS												
1.7.4	FINAL TECHNICAL STUDIES												
1.7.5	PREPARATION OF ADMINISTRATIVE DRAFT AND PUBLIC REVIEW DRAFT ENVIRONMENTAL DOCUMENTS												
1.7.5.1	CIRCULATE DRAFT ED FOR PUBLIC REVIEW												
1.7.5.2	RESPONSE TO COMMENTS BASED ON PUBLIC COMMENT												
1.7.6	FINAL ED												
1.7.7	PERMITTING												
1.7.8	MEETING/HEARING ATTENDANCE												
1.8	95% SUBMITTAL; PRELIMINARY DESIGN AND TYPE SELECTION												
1.8.1	PRELIMINARY STRATEGY REPORT												
1.8.2	95% PRELIMINARY PLANS												
<b>PHASE II: FINAL DESIGN</b>													
2.1	UNCHECKED DESIGN SUBMITTALS (65% PS&E)												
2.1.1	65% COMPLETE PLANS	1		4	4							9	\$1,335
2.1.2	65% COMPLETE SPECIFICATIONS												
2.1.3	65% CONSTRUCTION COST ESTIMATE												
2.1.4	MEMORANDUM RESPONSE TO COMMENTS												
2.2	CHECKED DESIGN SUBMITTAL (95% PS&E)												
2.2.1	95% COMPLETE PLANS	1		4	2							7	\$1,115
2.2.2	95% COMPLETE SPECIFICATIONS												
2.2.3	95% CONSTRUCTION COST ESTIMATE												
2.2.4	QUALITY ASSURANCE REVIEW												
2.2.5	MEMORANDUM RESPONSE TO COMMENTS												
2.3	FINAL DESIGN SUBMITTAL (100% PS&E)												
2.3.1	100% FINAL PLANS	1		2	2							5	\$775
2.3.2	MEMORANDUM RESPONSE TO COMMENTS												
2.3.3	BID DOCUMENTS												
2.4	BIDDING PERIOD SERVICES												
<b>PHASE III: CONSTRUCTION</b>													
3.1	CONSTRUCTION SUPPORT	1		2	2							6	\$775
3.2	AS-BUILT PLANS												
<b>PHASE IV: SUPPLEMENTAL TASKS</b>													
4.1	PUBLIC OUTREACH MEETING												
4.2	BIOLOGY TASKS												
4.2.1	SPECIAL STATUS PLANT SURVEYS												
4.2.2	CRLF SITE ASSESSMENT AND FIELD SURVEYS SITE ASSESSMENT												
4.2.3	LEAST BELL'S VIREO/SOUTHWESTERN WILLOW FLYCATCHER PROTOCOL SURVEYS												
4.2.4	SAN JOAQUIN KIT FOX PROTOCOL SURVEYS												
4.2.5	BURROWING OWL GUIDELINE SURVEYS												
4.2.6	VERNAL POOL INVERTEBRATE PROTOCOL SURVEYS												
4.2.7	BAT DETECTION SURVEYS												
4.3	IS/MND TASKS												
4.4	FULL FOOTING REHABILITATION SCOUR MITIGATION												
Loaded Billing Rate		18		60	72	24		2		2		178	\$24,460
Cost		215.00	185.00	170.00	110.00	90.00	80.00	75.00				178	\$24,460
% of Total Hours by Classification		10%		34%	40%	13%	1%	1%				100%	
Notes:													
ODCs													
											1	Travel /Per Diem	600
											2	Office Mlec/Repr	300
											3		
											4		
											5		
											6		
											7		
											Total ODCs		\$800
											Grand Total		\$25,260

# EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Bradley Road Bridge Scour Repair County of Monterey Project Schedule



Page 39 of 39

Page 39 of 39

EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

ARTICLE I CONTACT INFORMATION

County Project Manager  
Name: Jose Luis Gomez  
Title: Assistant Engineer  
Address: 168 W. Alisal St. 2nd Floor  
Salinas, CA 93901-2680  
Telephone Number: 831-755-4816

Contractor Project Manager  
Name: Mark A. Embriani, P.E.  
Title: Vice President  
Address: 10680 White Oak Rd Suite 200  
Pancho Verdugo, CA 95670  
Telephone Number: 916-366-0632

ARTICLE II TERMS

All references to "Contract" herein shall include the County of Monterey Agreement for Professional Services.

ARTICLE III ALLOWABLE COSTS AND PAYMENTS (Check one box only)

- The method of payment for this contract will be based on actual cost-plus-a fixed fee.
- A. The COUNTY will reimburse the CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by the CONTRACTOR in performance of the work. The CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the CONTRACTOR's executed Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will the CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY's approved overhead rate set forth in the executed Proposal. In the event that the COUNTY determines that a change to the work from that specified in the Executed Proposal and contract is required, the contract time and/or actual costs reimbursable by the COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, the COUNTY will pay the CONTRACTOR a fixed fee of \$\_\_\_\_\_. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the executed Proposal.
- D. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY Project Manager before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of the CONTRACTOR's fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- F. No payment will be made prior to approval of any work, nor for any work performed prior to the approval of this contract.
- G. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Final invoice must contain the final cost and all credits due to the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR's work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:

County of Monterey  
Resource Management Agency  
Department of Public Works  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: Finance Division

- H. The total amount payable by the COUNTY including the fixed fee shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the executed Proposal and is approved by the COUNTY'S Project Manager.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts in excess of \$25,000 shall contain the above provisions.
- The method of payment for this contract will be based on specific rates of compensation (on-call contracts).**

- A. Specific projects will be assigned to the CONTRACTOR through issuance of Scope of Services.
- B. After a project to be performed under this contract is identified by the COUNTY, the COUNTY will prepare a draft Scope of Services; less the cost estimate. A draft Scope of Services will identify the expected results, project deliverables, period of performance, and project schedule, and will designate a COUNTY Project Coordinator, if different than the Project Manager. The draft Scope of Services will be delivered to the CONTRACTOR for review. The CONTRACTOR shall return a Proposal within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement on the Proposal has been reached on the negotiable items and total cost; the finalized Proposal shall be signed by both the COUNTY and the CONTRACTOR (hereinafter "executed Proposal").

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- C. The CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in the CONTRACTOR's executed Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
- D. In addition, the CONTRACTOR will be reimbursed for incurred direct costs other than salary costs, and other costs that are identified in the executed Proposal.
- E. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Executed Proposal.
- F. When milestone cost estimates are included in the executed Proposal, the CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the COUNTY's Project Manager before exceeding such estimate.
- G. Progress payments for each Proposal will be made monthly in arrears based on services provided and actual costs incurred.
- H. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY, and notification to proceed has been issued by the COUNTY's Project Manager. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- I. A Proposal is of no force or effect until returned to the COUNTY and signed by an authorized representative of the COUNTY. No expenditures are authorized on a project and work shall not commence until a Proposal for that project has been executed by the COUNTY.
- J. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the COUNTY's Finance Division of an itemized invoice. Separate invoices itemizing all costs are required for all work performed under each Proposal. Invoices shall be submitted no later than 30 calendar days after the performance of work for which the CONTRACTOR is billing, or upon completion of the Proposal. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY's Project Manager. Credits due to the COUNTY must be reimbursed by the CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the COUNTY's Finance Division at the following address:

County of Monterey  
Resource Management Agency  
Department of Public Works  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: Finance Division

- K. The total amount payable by the COUNTY for an individual executed Proposal shall not exceed the amount agreed to in the executed Proposal, unless authorized by contract amendment.
- L. The total amount payable by the COUNTY for all Proposals resulting from this contract shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Services. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Scope of Services.

- M. All subcontracts in excess of \$25,000 shall contain the above provisions.
- The method of payment for this contract will be based on lump sum.**
- A. The total lump sum price paid by the CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in the Statement of Work of this contract. No additional compensation will be paid to the CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the CONTRACTOR and the COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by the COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by the CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, the COUNTY shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions of Section 7 of the County of Monterey Agreement for Professional Services.
- C. The CONTRACTOR shall not commence performance of work or services until this contract has been approved by the COUNTY and notification to proceed has been issued by the COUNTY'S Project Manager. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. The CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the COUNTY'S Finance Division of an itemized invoice. Invoices shall be submitted no later than 30-calendar days after the performance of work for which the CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the executed Proposal and shall reference this contract name and the COUNTY'S Project Manager. Final invoice must contain the final cost and all credits due the COUNTY. The final invoice should be submitted within 60-calendar days after completion of the CONTRACTOR'S work. Invoices shall be mailed to the COUNTY'S Finance Division at the following address:
- County of Monterey  
Resource Management Agency  
Department of Public Works  
168 West Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: Finance Division
- E. The total amount payable by the COUNTY shall not exceed the amount identified in Section 2 of the County of Monterey Agreement for Professional Services.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**ARTICLE IV CHANGE IN TERMS**

- A. The CONTRACTOR shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by the COUNTY's Project Manager.
- B. There shall be no change in the CONTRACTOR's Project Manager or members of the project team, as listed in the executed Proposal, which is a part of this contract without prior written approval by the COUNTY's Project Manager.

**ARTICLE V COST PRINCIPLES**

- A. The CONTRACTOR agrees that the Contract Cost Principals and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowability of cost individual items.
- B. The CONTRACTOR also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONTRACTOR to the COUNTY.

**ARTICLE VI CONTINGENT FEE**

The CONTRACTOR warrants, by execution of this contract, that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**ARTICLE VII RETENTION OF RECORDS**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; the CONTRACTOR, subcontractors, and the COUNTY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, the State Auditor, the COUNTY, FHWA, or any duly authorized representative of the federal government shall have access to any books, records, and documents of the CONTRACTOR that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

Subcontracts in excess of \$25,000 shall contain this provision.

**ARTICLE VIII DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by the COUNTY's Director of Public Works, who may consider written or verbal information submitted by the CONTRACTOR.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, the CONTRACTOR may request review by the COUNTY Board of Supervisors of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this contract.

**ARTICLE IX SUBCONTRACTING**

- A. The CONTRACTOR shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the COUNTY's Project Manager, except that, which is expressly identified in the Executed Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager.

**ARTICLE X INSPECTION OF WORK**

The CONTRACTOR and any subcontractors shall permit the COUNTY, the State and the FHWA, if Federal participating funds are used in this contract, to review and inspect the project activities at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

**ARTICLE XI SAFETY**

- A. The CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. The CONTRACTOR shall comply with safety instructions issued by the COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, the COUNTY has determined that within such areas as are within the limits of the project and are open to public traffic, the CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. The CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

injury and damage from such vehicles.

- C. Any subcontract, entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XII OWNERSHIP OF DATA**

- A. Ownership and title to all documents, including but not limited to reports, estimates, tracings, plans, specifications, and maps, prepared, or obtained under the terms of the agreement are automatically vested in the COUNTY. Such documents are to be delivered to and become the property of the COUNTY; no further agreement will be necessary to transfer ownership to the COUNTY.
- B. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the terms of the agreement shall be made available upon request to the COUNTY without restriction or limitation on their use.
- C. Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions apply to this agreement as appropriate.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XIII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONTRACTOR's signature affixed herein on this contract, shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONTRACTOR has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the COUNTY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

**ARTICLE XIV STATE PREVAILING WAGE RATES**

- A. The CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1775; and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair or maintenance of

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

public works, shall contain all of the provisions of this Article.

**ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS  
FOR LOBBYING**

This article applies to all contracts where federal funding will exceed \$100,000.

- A. The CONTRACTOR certifies by signing this contract, to the best of his or her knowledge and belief, that:
1. No State, Federal or County appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. The CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

**ARTICLE XVI DBE PROVISIONS**

The COUNTY has established a DBE goal for this Agreement of 6 %.

OR

The COUNTY has not established a DBE goal for this Agreement. However, proposers are encouraged to obtain DBE participation for this Agreement.

**1. TERMS AS USED IN THIS DOCUMENT**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Agreement" also means "Contract."

## EXHIBIT B - FEDERAL PROVISIONS CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

- The term “bidder” also means “proposer.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

### 2. AUTHORITY AND RESPONSIBILITY

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The CONTRACTOR should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The bidder/proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### 3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, a “Local Agency Bidder/Proposer DBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation shall be collected and reported.

A “Local Agency Proposer DBE Information (Consultant Contract)” (Exhibit 10-O2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

### 4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  2. The proposer will meet the goal through work performed by DBE subconsultants, subconsultants, suppliers or trucking companies.
  3. The proposer made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The prime consultant shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.
5. **RESOURCES**
- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
- Click on the link titled DBE SEARCH Click Here
  - Click on Click To Access DBE Query Form. DBE Query Form Instructions/Tutorial can also be downloaded from this page
  - Searches can be performed by one or more criteria
  - Follow instructions on the screen
  - "Start Search (Export options: CSV | Excel | XML | PDF)" links are located at the bottom of the query form
- C. How to Obtain a List of Certified DBEs without Internet Access:  
DBE Directory - If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the online database. A copy of the directory of certified DBEs may be ordered from the Caltrans Publications Unit at (916) 263-0822, 1900 Royal Oaks Drive, Sacramento, CA 95815-3800.
6. **MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT UNDER THE FOLLOWING CONDITIONS:**

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
  - B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
  - C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
  - D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE GOAL, UNDER THE FOLLOWING CONDITIONS:
- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
  - B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
  - C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
  - D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. A DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
  - E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. A DBE who leases trucks from a non-DBE is entitled to credit only for the fee or

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

commission it receives as a result of the lease arrangement. A DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.

- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

**ARTICLE XVII SUBCONTRACTOR/DBE PARTICIPATION**

**1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the COUNTY and any subcontractors, and no subcontract shall relieve the CONTRACTOR of his/her responsibilities and obligations hereunder. The CONTRACTOR agrees to be as fully responsible to the COUNTY 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 CONTRACTOR. The CONTRACTOR's obligation to pay its subcontractors is an independent obligation from the COUNTY's obligation to make payments to the CONTRACTOR.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the CONTRACTOR by the COUNTY.
- D. Any substitution of subcontractors must be approved in writing by the COUNTY's Project Manager in advance of assigning work to a substitute subcontractor.

**2. Disadvantaged Business Enterprise (DBE) Participation**

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Bidders who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has a DBE goal, the CONTRACTOR must meet the DBE goal by using DBEs as subcontractor or document a good faith effort to meet the goal. If a DBE subcontractor is unable to perform, the CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The CONTRACTOR, subrecipient or subcontractor shall not discriminate on the

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

basis of race, color, national origin, or sex in the performance of this Agreement. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.
3. Performance of DBE Contractors and other DBE Subcontractors/Suppliers
- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
  - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
  - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
4. Prompt Payment of Funds Withheld to Subcontractors
- A. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The CONTRACTOR shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime CONTRACTORS shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAPM), certified correct by the CONTRACTOR or the CONTRACTOR's authorized representative and shall be furnished to the Project Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the CONTRACTOR when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Project Manager.

6. DBE Certification and De-certification Status

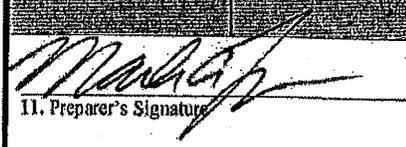
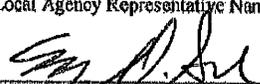
If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the CONTRACTOR in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the CONTRACTOR in writing with the date of certification. Any changes should be reported to the COUNTY's Project Manager within 30 days.

**EXHIBIT B – FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair  
RMA – Public Works

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Monterey</u>			
2. Project Location: <u>On Bradley Road at Salinas River</u>			
3. Project Description: <u>Implement/Install Scour Countermeasures</u>			
4. Consultant Name: <u>TRC Engineers, Inc.</u>			
5. Contract DBE Goal %: <u>6</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Hydrology/Hydraulics	WRECO (925) 941-0017 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596	30066	5.10%
Geotechnical	Parikh Consultants (408) 452-9000 2360 Oume Drive, Suite A San Jose, CA 95131	20259	10.25%
Local Agency to Complete this Section		10. Total DBE Goal	11. DBE %
16. Local Agency Contract Number: <u>385265</u>			
17. Federal-aid Project Number: <u>BHLO-3944(100)</u>			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		 11. Preparer's Signature	
<u>Enrique Saavedra</u> 19. Local Agency Representative Name (Print)			
 20. Local Agency Representative Signature		Mark A. Imbriani 12. Preparer's Name (Print)	
<u>2/13/2015</u> 21. Date			
<u>Acting Assistant Director of PW</u> 22. Local Agency Representative Title		Vice President 13. Preparer's Title	
<u>(831) 755-4807</u> 23. (Area Code) Tel. No.			
		<u>2/13/15</u> 14. Date	<u>(916) 366-0632</u> 15. (Area Code) Tel. No.

Distribution: (1) Original – Consultant submits to local agency with proposal  
(2) Copy – Local Agency files

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE COMMITMENT**

**Consultant Section**

*The Consultant shall:*

1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** - Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts of the LAPM*).
11. **Preparer's Signature** - The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:**

*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**EXHIBIT B – FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

TRC Engineers, Inc.  
Bradley Road Bridge Scour Repair  
RMA – Public Works

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Monterey</u>			
2. Project Location: <u>On Bradley Road at Salinas River</u>			
3. Project Description: <u>Implement/Install Scour Countermeasures</u>			
4. Total Contract Award Amount: \$ <u>495,247</u>			
5. Consultant Name: <u>TRC Engineers, Inc.</u>			
6. Contract DBE Goal %: <u>6%</u>			
7. Total Dollar Amount for all Subconsultants: \$ <u>483,780</u>			
8. Total Number of all Subconsultants: <u>4</u>			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Hydrology/Hydraulics	WRECO (925) 941-0017 1243 Alpine Road, Suite 108 Walnut Creek, CA 94596	30066	\$ 25,260
Geotechnical	Parikh Consultants (408) 452-9000 2360 Oume Drive, Suite A San Jose, CA 95131	20259	\$ 50,743
Local Agency to Complete this Section		13. Total Dollars Claimed	14. Total % Claimed
20. Local Agency Contract Number: <u>385265</u>		\$ 76,001	15.3%
21. Federal-aid Project Number: <u>BHLO-5944(100)</u>			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
23. Local Agency Representative Name (Print): <u>Enrique Saeedra</u>			
24. Local Agency Representative Signature: <u>[Signature]</u>			
25. Date: <u>2-13-2015</u>			
26. Local Agency Representative Title: <u>Acting Assistant Director of PW</u>			
27. (Area Code) Tel. No.: <u>(831) 755-1807</u>			
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print): _____		29. DLAE Signature: _____	
30. Date: _____		15. Preparer's Signature: <u>[Signature]</u>	
		16. Preparer's Name (Print): <u>Mark A. Imbriani</u>	
		17. Preparer's Title: <u>Vice President</u>	
		18. Date: <u>2/13/15</u>	
		19. (Area Code) Tel. No.: <u>(916) 366-0632</u>	

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**INSTRUCTIONS - LOCAL AGENCY CONSULTANT DBE INFORMATION**

**Consultant Section**

*The Consultant shall:*

1. **Local Agency Name** - Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** - Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** - Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-O1 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** - Enter the total dollar amounts for column 13.
14. **Total % Claimed** - Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** - The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** - Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:**

*The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**Caltrans Section:**

*Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** - Clearly enter the name of the DLAE.
29. **DLAE Signature** - DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

**EXHIBIT 15-H DBE INFORMATION — GOOD FAITH EFFORTS**

Federal-aid Project No. BHLO-5944(100) Bid Opening Date July 24, 2014

The County of Monterey established a Disadvantaged Business Enterprise (DBE) goal of 6 % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
	<i>N/A</i>

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
	<i>N/A</i>	

**EXHIBIT B - FEDERAL PROVISIONS  
 CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage of Contract
<i>N/A</i>				

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

*N/A*

---



---



---

Names, addresses and phone numbers of firms selected for the work above:

---



---



---

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

*N/A*

---



---



---

**EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

N/A

---

---

---

---

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
N/A		

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

N/A

---

---

---

---

**NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.**

EXHIBIT B - FEDERAL PROVISIONS  
CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Assistant Engineer of the RMA - Monterey County, and that the consulting firm of TRC Engineers, Inc., or its representative has not been required (except as herein expressly stated), directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ, retain, agree to employ or retain, any firm or person, or
- (b) pay or agree to pay, to any firm, person or organization, any fee, contribution, donation, or consideration of any kind.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

Dec. 18, 2014  
(Date)

  
(Signature)

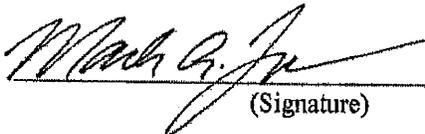
**EXHIBIT B - FEDERAL PROVISIONS**  
**CALTRANS LOCAL ASSISTANCE PROCEDURES MANUAL**  
**CERTIFICATION OF CONSULTANT, COMMISSIONS & FEES**

I HEREBY CERTIFY that I am the Vice President, and duly authorized representative of the firm of TRC Engineers, Inc., whose address is 10680 White Rock Road, Suite 100, Rancho Cordova, CA 95670, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this contract; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this contract.

I acknowledge that this Certificate is to be made available to the California Department of Transportation (Caltrans) in connection with this contract involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

11/19/14  
(Date)

  
(Signature)

**Distribution:** 1) Local Agency Project File (Original & Contract)  
2) DLAE (with contract copy)

**EXHIBIT C – INCORPORATION OF RFQ #10490 AND  
STATEMENT OF QUALIFICATIONS DOCUMENTS**

The County invited submittals to Request for Qualifications (RFQ) through RFQ #10490 to provide bridge design services on an “on-call” basis for bridge projects over \$100,000 located in Monterey County, California. TRC Engineers, Inc. submitted a responsive and responsible Statement of Qualifications to perform the services listed in RFQ #10490.

RFQ #10490 and the Statement of Qualifications submitted by TRC Engineers, Inc. are hereby incorporated into the Agreement by this reference.

**ATTACHMENT G**

**COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS  
BRADLEY ROAD BRIDGE SCOUR REPAIR  
COUNTY BRIDGE NO. 448  
STATE PROJECT NO. EA 05-930266  
FEDERAL AID PROJECT NO. BHLO-5944 (100)**

**PROJECT BUDGET**

Design Engineering/Environmental		\$908,205
Right of Way/Utilities		\$76,917
Construction Management		\$951,391
Construction		\$9,229,000
Construction Contract – Engineer’s Estimate	\$8,290,000	
10% Contingency	<u>839,000</u>	
<b>TOTAL ESTIMATED PROJECT COST:</b>		<b>\$11,165,513</b>

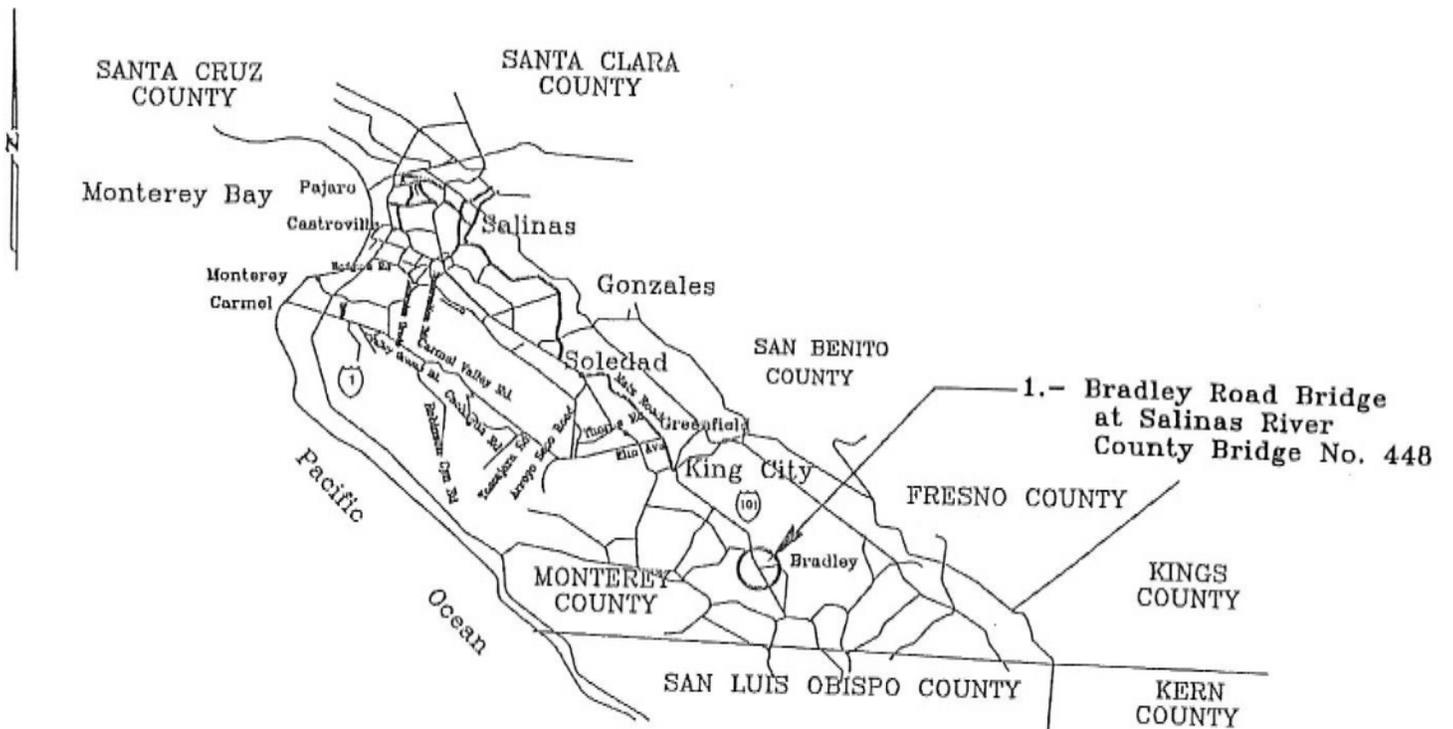
**REVENUE**

Federal Funds		
Federal Highway Administration (FHWA) - Highway Bridge Replacement and Rehabilitation (HBRR) Program (88.53%)		\$9,508,853
HBRR Toll Credit (11.47%)		\$1,231,972
Local Funds		
Measure X		\$424,688
<b>TOTAL:</b>		<b>\$11,165,513</b>

ATTACHMENT H

COUNTY OF MONTEREY  
DEPARTMENT OF PUBLIC WORKS, FACILITIES AND PARKS  
BRADLEY ROAD BRIDGE SCOUR REPAIR  
COUNTY BRIDGE NO. 448  
STATE PROJECT NO. EA 05-930266  
FEDERAL AID PROJECT NO. BHLO-5944 (100)

LOCATION MAP



**ATTACHMENT I – SUMMARY OF PROFESSIONAL SERVICES AGREEMENT**

**TRC Engineers, Inc.  
(Multi-Year Agreement (MYA) #3200\*1582)**

<b>PSA/ Amendment</b>	<b>Board of Supervisors / Contracts/Purchasing Approval</b>	<b>PSA/Amendment Amount/Increase and Term/Extension</b>	<b>PSA Total</b>
PSA	March 10, 2015 / March 11, 2015	Original Amount \$495,247 Original Term: March 10, 2015 to March 10, 2018	\$495,247
Amendment No. 1	N/A / August 18, 2015	No Amount Increase No Term Extension Updated Rate Schedule	\$495,247
Amendment No. 2	N/A / March 8, 2018	No Amount Increase Extended Term to March 10, 2019	\$495,247
Amendment No. 3	March 12, 2019 / March 25, 2019	Increased Amount by \$257,126 Extended Term to December 31, 2021 Updated Rate Schedule Updated “Indemnification for Design Professional Services Claims” Provision of Agreement	\$752,373
Amendment No. 4	N/A / December 17, 2021	No Amount Increase Extended Term to December 31, 2023 Updated Rate Schedule effective January 1, 2023 Updated Agreement Provisions	\$752,373
Amendment No. 5	Pending / Pending	Increase Amount by \$222,008 Extend Term to December 31, 2024	\$974,381

**ATTACHMENT J -  
SUMMARY OF PROFESSIONAL SERVICES AGREEMENT  
ANNUAL EXPENDITURES AND BALANCE**

**TRC Engineers, Inc.  
(Multi-Year Agreement #3200\*1582)**

<b>Fiscal Year (FY) (July 1 – June 30)</b>	<b>PSA Beginning Balance</b>	<b>PSA Additions</b>	<b>PSA Expenditures</b>	<b>PSA Ending Balance</b>
<b>FY 2014 – 2015 (PSA Start Date: 3/10/15)</b>	\$467,945	\$0	\$24,774	\$443,171
<b>FY 2015 – 2016</b>	\$443,171	\$0	\$94,323	\$347,848
<b>FY 2016 – 2017</b>	\$347,848	\$0	\$185,526	\$163,323
<b>FY 2017 – 2018</b>	\$163,323	\$0	\$42,286	\$121,037
<b>FY 2018 – 2019</b>	\$121,037	\$257,126	\$33,288	\$344,874
<b>FY 2019 – 2020</b>	\$344,874	\$0	\$115,977	\$228,897
<b>FY 2020 – 2021</b>	\$228,897	\$0	\$124,281	\$104,616
<b>FY 2021 – 2022</b>	\$104,616	\$0	\$39,765* (through 7/14/22)	\$64,851* (through 7/14/22)
<b>FY 2022 – 2023</b>	\$64,851*	\$222,008 (Pending BOS Approval)	\$0 (through 7/14/22)	TBD
<b>Total</b>	N/A	<b>\$479,134 (\$222,008 Pending BOS Approval)</b>	<b>\$660,220* (through 7/14/22)</b>	N/A

Note: Amounts have been rounded to the nearest dollar.

\* Additional invoices for FY 2021-2022 pending to post in Advantage.



# Monterey County

**Item No.64**

## Board Report

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

**Legistar File Number: RES 22-153**

**August 23, 2022**

**Introduced:** 8/5/2022

**Current Status:** RMA Public Works -  
Consent

**Version:** 1

**Matter Type:** BoS Resolution

- a. Approve submittal of a grant funding application for the CSA-75 Chualar Wastewater System Consolidation Project to apply for a \$4.4 million planning grant from the State of California - Clean Water State Revolving Fund grant program;
- b. Adopt a Resolution authorizing the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as agent for the County in processing all documentation to secure these funds; and
- c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve submittal of a grant funding application for the CSA-75 Chualar Wastewater System Consolidation Project (Project) to apply for a \$4.4 million planning grant from the State of California - Clean Water State Revolving Fund (CWSRF) grant program;
- b. Adopt a Resolution authorizing the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as agent for the County in processing all documentation to secure these funds; and
- c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

### SUMMARY/DISCUSSION:

The CSA-75 Chualar Wastewater System (CSA 75) consists of a wastewater collection system within the community of Chualar and a wastewater treatment facility (WWTF) approximately two miles west of Chualar. The WWTF utilizes a series of unlined oxidation ponds to treat and dispose of wastewater. The ponds are adjacent to the Salinas River within the 100-year flood plain with no mechanism for reclaiming water for future reuse. CSA 75 is currently operating near capacity and cannot accept new wastewater connections.

Utilizing funding from the Board-approved ARPA Program, the PWFP Special Districts division is currently implementing wastewater system repairs and improvements to the existing Chualar system that are necessary to address needed maintenance and maintain compliance with discharge requirements under an operating permit issued by the Regional Water Quality Control Board.

### *Consolidation Alternative*

PWFP staff are also assessing the feasibility of connecting the Chualar wastewater collection system to the Monterey One Water (M1W) regional sewer system - a cost-effective, regulatory compliant, environmentally superior, and sustainable process referred to as consolidation. With consolidation,

wastewater would be conveyed via a new 7.5-mile pipeline to and through the City of Salinas' wastewater system for treatment at the M1W Regional Wastewater Treatment Facility in Marina. Preliminary evaluations envision the pipeline running from Chualar along US 101 and connecting to the Salinas wastewater system near the Harris Rd./Abbott St. intersection. Consolidation would eliminate the treatment component from CSA 75 and provide benefits such as connecting and converting proximal septic systems to regional treatment, thus allowing for recycled wastewater reuse and facilitating the ability for the community of Chualar to expand.

***Grant Program Background***

To accelerate the process, funding is being sought for the design and environmental review of this promising alternative. In late-May 2022, PWFP staff learned from State of California, State Water Resources Control Board staff of a specific possible grant opportunity for financial assistance with upfront planning and design costs. Advancing the project through design and environmental review will significantly improve the likelihood of subsequently acquiring funding via a grant or loan from the State Water Resources Control Board for actual construction through the Clean Water State Revolving Fund (CWSRF). An application for the initial planning grant has been drafted; however, Board authorization is necessary for actual submittal through the State's online Financial Assistance Application and Submittal Tool (FAAST). A formal Board Resolution is necessary for inclusion in the grant application and is attached for adoption.

OTHER AGENCY INVOLVEMENT:

The City of Salinas and Monterey One Water are essential partners in this effort. Close coordination and involvement with them will be necessary. Intergovernmental Agreements will eventually be required; however, staff believes that the additional information and data resulting from the design and environmental review work to be completed (if the State grant is successful) will help inform discussions with both entities. Staff with both entities are supportive of taking this next step.

FINANCING:

Should the grant be awarded by the State of California, PWFP will use the funds (\$4.4 million requested) for design and environmental review work needed to finalize the project parameters and prospectively allow subsequent application for a grant or loan from the State Water Resources Control Board for actual construction funding. This application will be for a One Hundred Percent (100%) grant to support Chualar, a disadvantaged community. PWFP staff has not received any information that a matching County contribution will be necessary for this planning grant.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Project will construct a sustainable, physical infrastructure that improves the quality of life for County residents and visitors. The recommended action supports the following Board of Supervisors' Strategic Initiatives:

- Economic Development
- Administration
- Health & Human Services
- Infrastructure

X Public Safety

Prepared by: Tom Moss, Senior Water Resources Hydrologist, (831) 755-5847

Reviewed by: Enrique Saavedra, PE, Chief of Public Works

Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

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

Attachment(s) are on file with the Clerk of the Board:

Attachment A - Draft Board Report



# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 22-153**

**August 23, 2022**

**Introduced:** 8/5/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

- a. Approve submittal of a grant funding application for the CSA-75 Chualar Wastewater System Consolidation Project to apply for a \$4.4 million planning grant from the State of California - Clean Water State Revolving Fund grant program;
- b. Adopt a Resolution authorizing the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as agent for the County in processing all documentation to secure these funds; and
- c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve submittal of a grant funding application for the CSA-75 Chualar Wastewater System Consolidation Project (Project) to apply for a \$4.4 million planning grant from the State of California - Clean Water State Revolving Fund (CWSRF) grant program;
- b. Adopt a Resolution authorizing the Director of Public Works, Facilities and Parks (PWFP), or designee, to act as agent for the County in processing all documentation to secure these funds; and
- c. Direct PWFP staff to return to the Board of Supervisors for approval prior to acceptance of any grant award(s).

### SUMMARY/DISCUSSION:

The CSA-75 Chualar Wastewater System (CSA 75) consists of a wastewater collection system within the community of Chualar and a wastewater treatment facility (WWTF) approximately two miles west of Chualar. The WWTF utilizes a series of unlined oxidation ponds to treat and dispose of wastewater. The ponds are adjacent to the Salinas River within the 100-year flood plain with no mechanism for reclaiming water for future reuse. CSA 75 is currently operating near capacity and cannot accept new wastewater connections.

Utilizing funding from the Board-approved ARPA Program, the PWFP Special Districts division is currently implementing wastewater system repairs and improvements to the existing Chualar system that are necessary to address needed maintenance and maintain compliance with discharge requirements under an operating permit issued by the Regional Water Quality Control Board.

### ***Consolidation Alternative***

PWFP staff are also assessing the feasibility of connecting the Chualar wastewater collection system to the Monterey One Water (M1W) regional sewer system - a cost-effective, regulatory compliant, environmentally superior, and sustainable process referred to as consolidation. With consolidation, wastewater would be conveyed via a new 7.5-mile pipeline to and through the City of Salinas'

wastewater system for treatment at the M1W Regional Wastewater Treatment Facility in Marina. Preliminary evaluations envision the pipeline running from Chualar along US 101 and connecting to the Salinas wastewater system near the Harris Rd./Abbott St. intersection. Consolidation would eliminate the treatment component from CSA 75 and provide benefits such as connecting and converting proximal septic systems to regional treatment, thus allowing for recycled wastewater reuse and facilitating the ability for the community of Chualar to expand.

### ***Grant Program Background***

To accelerate the process, funding is being sought for the design and environmental review of this promising alternative. In late-May 2022, PWFP staff learned from State of California, State Water Resources Control Board staff of a specific possible grant opportunity for financial assistance with upfront planning and design costs. Advancing the project through design and environmental review will significantly improve the likelihood of subsequently acquiring funding via a grant or loan from the State Water Resources Control Board for actual construction through the Clean Water State Revolving Fund (CWSRF). An application for the initial planning grant has been drafted; however, Board authorization is necessary for actual submittal through the State's online Financial Assistance Application and Submittal Tool (FAAST). A formal Board Resolution is necessary for inclusion in the grant application and is attached for adoption.

### OTHER AGENCY INVOLVEMENT:

The City of Salinas and Monterey One Water are essential partners in this effort. Close coordination and involvement with them will be necessary. Intergovernmental Agreements will eventually be required; however, staff believes that the additional information and data resulting from the design and environmental review work to be completed (if the State grant is successful) will help inform discussions with both entities. Staff with both entities are supportive of taking this next step.

### FINANCING:

Should the grant be awarded by the State of California, PWFP will use the funds (\$4.4 million requested) for design and environmental review work needed to finalize the project parameters and prospectively allow subsequent application for a grant or loan from the State Water Resources Control Board for actual construction funding. This application will be for a One Hundred Percent (100%) grant to support Chualar, a disadvantaged community. PWFP staff has not received any information that a matching County contribution will be necessary for this planning grant.

### BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Project will construct a sustainable, physical infrastructure that improves the quality of life for County residents and visitors. The recommended action supports the following Board of Supervisors' Strategic Initiatives:

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

*Legistar File Number: RES 22-153*

---

Prepared by: Tom Moss, Senior Water Resources Hydrologist, (831) 755-5847

Reviewed by: Enrique Saavedra, PE, Chief of Public Works

Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

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

Attachment(s) are on file with the Clerk of the Board:

Attachment A - Draft Board Report

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

**Resolution No.:** \_\_\_\_\_

Adopt a Resolution:

- a. Authorizing the submittal of a Financial Assistance )  
Application to the State Water Resources Board for )  
planning, design, and environmental review of a )  
possible wastewater line to connect the CSA-75 )  
Chualar Wastewater System to the City of Salinas )  
system; and
- b. Authorizing the Director of Public Works, Facilities  
and Parks to sign and file the application on behalf of  
Monterey County and to act as agent for the County  
in processing all documentation to secure these  
funds.

**WHEREAS** Monterey County is the owner and operator of the CSA-75 Chualar Wastewater System, approximately 8 miles south of Salinas, California; and

**WHEREAS** the CSA-75 Chualar Wastewater System, consists of a wastewater collection system within the community of Chualar and a wastewater treatment facility (WWTF), approximately 2 miles west of Chualar; and

**WHEREAS** the WWTF utilizes a series of unlined oxidation ponds to treat and dispose of wastewater. The ponds are adjacent to the Salinas River within the 100-year flood plain with no mechanism for reclaiming water for future reuse; and

**WHEREAS** Monterey County is interested in consolidating the Chualar WWTP with the Monterey One Water (M1W) regional sewer system through the City of Salinas' wastewater collection system, via connection to the Salinas system; and

**WHEREAS** Monterey County believes that such a connection would result in a cost effective, regulatory compliant, environmentally superior, and sustainable process by eliminating the treatment component from the CSA-75 Chualar Wastewater System and by doing so also provide benefits such as potentially connecting and converting proximal septic systems to regional treatment, as well as allow for recycled wastewater reuse; and

**WHEREAS** a new sewer line, approximately 7.5 miles in length, would be necessary to connect to M1W through the Salinas wastewater collection system; and

**WHEREAS** the State of California Water Resources Control Board, through its Clean Water State Revolving Fund (CWSRF), has a financial assistance program which may be available to assist Monterey County with the costs of design and environmental work related to the possible consolidation of the CSA 75 Chualar wastewater treatment system; and

**WHEREAS** neither Monterey County nor the CSA-75 Chualar Wastewater System have funds available to pursue the consolidation without financial assistance; and

**WHEREAS** Monterey County wishes to apply for financial assistance from the State through the CWSRF Program to assist with the costs of necessary design and environmental work.

**NOW THEREFORE, BE IT RESOLVED THAT**, the Board of Supervisors of Monterey County hereby authorizes and hereby determines that:

1. The Director of Public Works, Facilities and Parks or his/her designee (the “Authorized Representative”) is authorized and directed to sign and file, for and on behalf of Monterey County, a financial assistance application for a financing agreement from the State Water Resources Control Board for the planning, design, and environmental review of a wastewater line to connect the CSA-75 Chualar Wastewater System to the City of Salinas system (“the Project”).
2. This Authorized Representative is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
3. This Authorized Representative is designated to represent Monterey County in carrying out the County’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the County and compliance with applicable state and federal laws.
4. The Director of Public Works, Facilities and Parks is authorized and directed to submit this Resolution and any corresponding or necessary supporting materials to the State Water Resources Board.

**PASSED AND ADOPTED** on this 23rd day of August by roll call vote:

AYES:

NOES:

ABSENT:

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book \_\_\_\_, for the meeting on August 23, 2022.

Dated:

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

By \_\_\_\_\_,  
Deputy



# Monterey County

Item No.65

## Board Report

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

Legistar File Number: A 22-443

August 23, 2022

**Introduced:** 8/8/2022

**Current Status:** RMA Public Works -  
Consent

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative (MCLSR) to execute an Event Agreement (Agreement) between Porsche Cars North America, Inc. (Porsche) and the County of Monterey (County) for a motorsports event at WeatherTech® Raceway at Laguna Seca (WRLS) with event dates beginning September 28 through October 1, 2023.

### RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative (MCLSR) to execute an Event Agreement (Agreement) between Porsche Cars North America, Inc. (Porsche) and the County of Monterey (County) for a motorsports event at WeatherTech® Raceway at Laguna Seca (WRLS) with event dates beginning September 28 through October 1, 2023.

### SUMMARY/DISCUSSION:

The proposed Agreement with Porsche is to hold the Porsche Rennsport Reunion VII (Event) at WRLS. The Event will be Rennsport Reunion's 75th anniversary and will be held from Thursday, September 28, through Sunday, October 1, 2023. The Rennsport Reunion was previously held at Laguna Seca in 2011, 2015, and 2018. The County was awarded this Event through a competitive process among four other North American racetracks.

The proposed Event is classified as a "Major Event," with attendance estimated at 80,000 over the four-day period. The Event is considered a worldwide celebration showcasing the rarest of Porsche's vintage automobiles, race cars, and modern-day models. The Event will host a Heritage Tent, noncompetitive "racing" and exhibition demonstrations on the track as well as an estimated fifty (50) legendary race car drivers and Porsche's Board of Directors from Germany. The Event will be planned and managed by A&D Narigi Consulting, LLC (A&D), the County's manager of WRLS, in cooperation with Porsche's Event team.

The proposed Agreement structures the Event as a shared-revenue venture. The County will retain 100 percent (100%) of the vehicle registration fees and the first \$100,000 of ticket sales, with the balance of general admission and preferred parking shared fifty-fifty (50/50). Hospitality and sponsorship revenue will be retained by the County, with other shared revenue sources weighted in favor of the County. The majority of the expenses will be fronted by the County with reimbursements made through Event revenue. The County shall pay Porsche their share of revenue in two payments: (1) the first is due thirty (30) days prior to the Event, and (2) the final balance is due within sixty (60) days after the completion of the Event. The Agreement contains nonstandard insurance provisions that

have been approved by Risk Management.

Based on proforma information provided by A&D, a significant economic benefit will be realized throughout the County, with the four- (4-) day Event contributing an estimated \$38 million in *direct spend* (expenditures for goods/materials/services) and \$3.4 million in local and state tax generation. Total anticipated gross revenue to the County is \$5.1 million with an estimated net revenue of \$1.3 million. With the award of this prestigious Event, WRLS and the County, once again, will be spotlighted as a world-renowned racetrack and destination.

A new Start/Finish Bridge (Bridge) is an important component of the Agreement. County obligations under the Agreement, require replacement of the Bridge as well as completion of necessary resurfacing work on the track. Should the new Bridge not be completed in time for the Event, contingent requirements (e.g., transportation and space for hospitality) would take effect, and the costs and implementation would be borne by the County.

Staff requests the Board of Supervisors approve the proposed Agreement with Porsche to hold the 2023 Porsche Rennsport Reunion VII Event at WRLS and authorize the MCLSR to execute the Agreement.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel, Auditor-Controller's Office, and Risk Management reviewed and approved the proposed Agreement as to form, fiscal provisions, and nonstandard insurance and liability provisions, respectively. The proposed major event will be carefully managed and coordinated with area agencies to ensure public safety and reduce potential impacts to local residents to the greatest extent feasible.

FINANCING:

This Agreement structures the Event as a shared-revenue venture with anticipated revenue generated through general ticket sales, preferred parking, merchandise, and sponsorship sales. Hospitality, vendor, exhibitor, and sponsorship revenue will be retained by the County. The majority of expenses are the responsibility of the County, with reimbursement coming from anticipated revenue shared with Rennsport. Projected revenues and expenses related to this event will be included in the Fiscal Year 2023-24 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives for Economic Development and Infrastructure. Revenue-generating events help sustain County Parks' operations and infrastructure. The proposed Event is anticipated to generate significant income for local businesses and the County through direct spend, indirect expenditures, and tax generation.

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

Prepared by: Ryan Bell, Administrative Operations Manager-LSRA (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-Proposed Event Agreement-Porsche

(Attachment is on file with the Clerk of the Board)



# Monterey County

## Item No.

### Board Report

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

**Legistar File Number: A 22-443**

**August 23, 2022**

**Introduced:** 8/8/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative (MCLSR) to execute an Event Agreement (Agreement) between Porsche Cars North America, Inc. (Porsche) and the County of Monterey (County) for a motorsports event at WeatherTech® Raceway at Laguna Seca (WRLS) with event dates beginning September 28 through October 1, 2023.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative (MCLSR) to execute an Event Agreement (Agreement) between Porsche Cars North America, Inc. (Porsche) and the County of Monterey (County) for a motorsports event at WeatherTech® Raceway at Laguna Seca (WRLS) with event dates beginning September 28 through October 1, 2023.

SUMMARY/DISCUSSION:

The proposed Agreement with Porsche is to hold the Porsche Rennsport Reunion VII (Event) at WRLS. The Event will be Rennsport Reunion's 75th anniversary and will be held from Thursday, September 28, through Sunday, October 1, 2023. The Rennsport Reunion was previously held at Laguna Seca in 2011, 2015, and 2018. The County was awarded this Event through a competitive process among four other North American racetracks.

The proposed Event is classified as a "Major Event," with attendance estimated at 80,000 over the four-day period. The Event is considered a worldwide celebration showcasing the rarest of Porsche's vintage automobiles, race cars, and modern-day models. The Event will host a Heritage Tent, noncompetitive "racing" and exhibition demonstrations on the track as well as an estimated fifty (50) legendary race car drivers and Porsche's Board of Directors from Germany. The Event will be planned and managed by A&D Narigi Consulting, LLC (A&D), the County's manager of WRLS, in cooperation with Porsche's Event team.

The proposed Agreement structures the Event as a shared-revenue venture. The County will retain 100 percent (100%) of the vehicle registration fees and the first \$100,000 of ticket sales, with the balance of general admission and preferred parking shared fifty-fifty (50/50). Hospitality and sponsorship revenue will be retained by the County, with other shared revenue sources weighted in favor of the County. The majority of the expenses will be fronted by the County with reimbursements made through Event revenue. The County shall pay Porsche their share of revenue in two payments: (1) the first is due thirty (30) days prior to the Event, and (2) the final balance is due within sixty (60) days after the completion of the Event. The Agreement contains nonstandard insurance provisions that have been approved by Risk Management.

Based on proforma information provided by A&D, a significant economic benefit will be realized throughout the County, with the four- (4-) day Event contributing an estimated \$38 million in *direct spend* (expenditures for goods/materials/services) and \$3.4 million in local and state tax generation. Total anticipated gross revenue to the County is \$5.1 million with an estimated net revenue of \$1.3 million. With the award of this prestigious Event, WRLS and the County, once again, will be spotlighted as a world-renowned racetrack and destination.

A new Start/Finish Bridge (Bridge) is an important component of the Agreement. County obligations under the Agreement, require replacement of the Bridge as well as completion of necessary resurfacing work on the track. Should the new Bridge not be completed in time for the Event, contingent requirements (e.g., transportation and space for hospitality) would take effect, and the costs and implementation would be borne by the County.

Staff requests the Board of Supervisors approve the proposed Agreement with Porsche to hold the 2023 Porsche Rennsport Reunion VII Event at WRLS and authorize the MCLSR to execute the Agreement.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel, Auditor-Controller's Office, and Risk Management reviewed and approved the proposed Agreement as to form, fiscal provisions, and nonstandard insurance and liability provisions, respectively. The proposed major event will be carefully managed and coordinated with area agencies to ensure public safety and reduce potential impacts to local residents to the greatest extent feasible.

FINANCING:

This Agreement structures the Event as a shared-revenue venture with anticipated revenue generated through general ticket sales, preferred parking, merchandise, and sponsorship sales. Hospitality, vendor, exhibitor, and sponsorship revenue will be retained by the County. The majority of expenses are the responsibility of the County, with reimbursement coming from anticipated revenue shared with Rennsport. Projected revenues and expenses related to this event will be included in the Fiscal Year 2023-24 Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives for Economic Development and Infrastructure. Revenue-generating events help sustain County Parks' operations and infrastructure. The proposed Event is anticipated to generate significant income for local businesses and the County through direct spend, indirect expenditures, and tax generation.

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

Legistar File Number: A 22-443

---

Prepared by: Ryan Bell, Administrative Operations Manager-LSRA (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...

Attachment:

Attachment A-Proposed Event Agreement-Porsche

(Attachment is on file with the Clerk of the Board)

# Attachment A

This page intentionally left blank.

## EVENT AGREEMENT

This Event Agreement (the “Agreement”) between Porsche Cars North America, Inc., a Delaware corporation, (“Porsche” or “PCNA”) with its principal place of business located at One Porsche Drive, Atlanta, Georgia 30354 and the County of Monterey, a political subdivision of the State of California (the “County”), with its principal place of business at 1441 Schilling Place 2<sup>nd</sup> Floor South, Salinas, CA 93901, is entered into and is effective as of \_\_\_\_\_, 2022. Porsche and County may be referred to herein as “party”, or collectively as the “parties”.

### RECITALS

WHEREAS Porsche and County are wanting to conduct in cooperation a motorsports event at the Laguna Seca Recreation Area at the WeatherTech® Raceway at Laguna Seca (collectively the “Facility” or “WeatherTech Raceway”); and

WHEREAS County owns and/or controls the Facility and wishes to collaborate with Porsche to conduct a motorsports event known as the “Porsche Rennsport Reunion VII” (the “Event”) at the Facility; and

WHEREAS the parties are willing to conduct the Event in accordance with the terms and conditions of this Agreement along with the exhibits as set forth below and incorporated by reference in the Agreement.

NOW, THEREFORE, Porsche and County, 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:
  - 1.01 Exhibit A: Event Summary
  - 1.02 Exhibit B: Porsche Obligations
  - 1.03 Exhibit C: Sponsorship Obligations
  - 1.04 Exhibit D: County Obligations
  - 1.05 Exhibit E: Advertising and Use of Registered Trademarks
  - 1.06 Exhibit F: Insurance and Indemnification
2. Obligations of the Parties. The parties agree to be bound by the obligations and responsibilities as set forth in this Agreement.

3. Designation of County Agent. In its discretion, the County may designate an agent and/or Manager to act on behalf of the County with respect to the obligations and responsibilities set forth in this Agreement.
  - 3.01 Manager appointed by County may operate, manage, and maintain the Facility for and on behalf of County.
  - 3.02 Porsche acknowledges that a County appointed Manager is the County's onsite manager for the Facility and Porsche shall follow direction from Manager regarding daily use and operations of the Facility.
  - 3.03 Despite County's designation of Manager, County remains responsible for all final decisions, rights, and obligations under this Agreement.
  - 3.04 The County, in its sole discretion, may replace Manager's designation.
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 combined with a failure to cure within thirty (30) days of receipt of written notice of the breach.
  - 4.02 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.
  - 4.03 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. Notwithstanding anything contained herein to the contrary, the change in County government employees, management, or elected officials shall not be deemed a change in control or management.
  - 4.04 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.
  - 5.01 Notice of Termination by either party is effective as of the date the notice is received. Porsche may not cancel event less than 60-days prior to the Event. Termination occurring 60-days or less prior to the Event, Porsche shall pay a flat \$32,400 fee per unlimited sound day, based on the agreed upon dates of the

Agreement, unless cancellation is due to local, county, and/or state health official directives due to ongoing global health concerns. County may not terminate for any reason other than as set forth in Section 5.03.

5.02 Default Caused by County: If there is a Default caused by County, at its option Porsche may, by written notice to County:

5.02.1 Terminate this Agreement or the sanction granted by this Agreement.

5.02.2 Receive a refund of any previously paid fees.

5.03 Default by Porsche: If there is a Default caused by Porsche, at its option County may, by written notice to Porsche:

5.03.1 Terminate this Agreement and retain all payments made and collect all payments due under this Agreement; and

5.03.2 Require the Porsche to hold harmless the County, its Board of Supervisors, officers, agents, and employees from any loss resulting from Porsche's Default.

5.04 County's Rights and Remedies Upon Termination:

5.04.1 Upon Termination, Porsche shall promptly comply with all monetary obligations that have accrued as of the effective date of termination.

5.04.2 All other terms and conditions of this Agreement shall survive such termination.

5.04.3 Nothing in this Article shall be construed to limit County's other rights or remedies.

6.0 Indemnification.

6.01 County shall indemnify and hold Porsche, its board, officers, agents, and employees harmless from any and all third party claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, damages, and costs of any nature arising out of the Event or County's obligations under this Agreement or latent or patent defects at the Facility, 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 Porsche.

6.02 Porsche shall indemnify and hold County, its Board of Supervisors, officers, agents, including Manager, and employees harmless from any and all third party claims, allegations, demands, obligations, suits, actions, causes of action, proceedings, rights, damages, and costs of any nature arising out of Porsche's obligations under this Agreement, 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 County.

7.0 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:

7.01 TO PORSCHE:

Vice President, Marketing  
One Porsche Drive  
Atlanta, GA 30354

7.02 TO COUNTY:

Ryan Bell, Monterey County Laguna Seca Representative  
County of Monterey  
Public Works, Facilities & Parks  
1441 Schilling Place, 2<sup>nd</sup> Floor South  
Salinas, CA 93901

and

John Narigi, President and General Manager  
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.

8.0 Entire Agreement. This Agreement constitutes the entire agreement between Porsche and County. All previous communications and negotiations between Porsche and County/Manager, whether oral or written, not contained herein are hereby withdrawn and void.

9.0 Amendments. This Agreement may not be amended or modified except in writing and signed by both parties.

10.0 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 Porsche in the relationship of a partner or joint venture with County or Manager. 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.

- 11.0 Construction of Agreement. The County and Porsche 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.
- 12.0 Authority. Any individual executing this Agreement on behalf of the County or Porsche represents and warrants hereby that the individual 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.
- 13.0 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, California, 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.
- 14.0 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 Event or non-performance 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, Porsche shall receive full compensation of fees paid, minus net costs of fulfillment at the date of the Altered Event. The parties acknowledge that the World Health Organization has declared a pandemic for severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)/COVID-19 (novel coronavirus), the United States government has declared a national emergency, and the United States government and various state, county and local governments have imposed (or may impose in the future) severe restrictions and limitations on, and policies and guidelines applicable to, the day-to-day activities of businesses and individuals, including sporting events. Accordingly, Porsche intends to continue certain vehicle racing activities for 2023, the scope and nature of which are (or may be), notwithstanding anything in the Agreement to the contrary, subject to or limited by certain requirements and/or limitations, including the following (collectively, the “Operational Limitations”): (i) adherence to applicable government restrictions, limitations, policies, directives, orders and/or guidelines, both at race events and with respect to Porsche’ operations generally, and those of the Centers for Disease Control, OSHA, EEOC and other applicable agencies or organizations, (ii) following recommended protocols for medical screening and testing for communicable disease(s), including severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)/COVID-19 (novel coronavirus), and or any mutation, strain or variation thereof (“COVID-19”), (iii) quarantine or shelter-in-place for those who are sick or who have

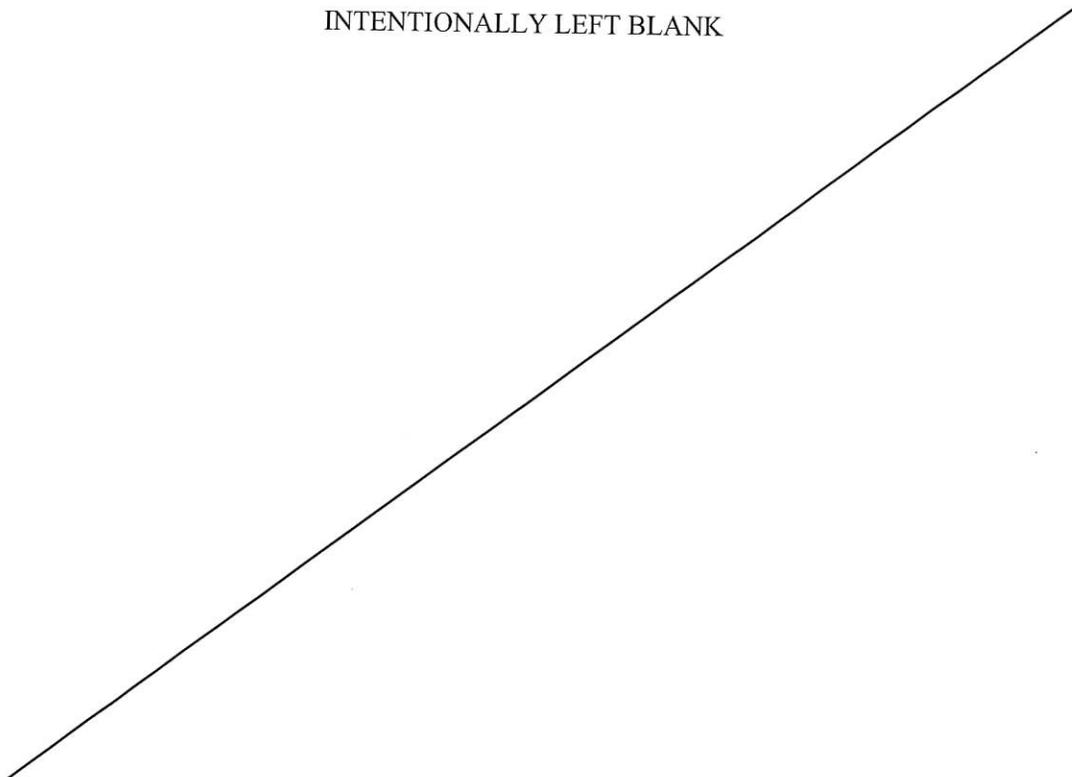
COVID-19 symptoms, and appropriate contact tracing, (iv) proper sanitation and disinfection of common and high-traffic areas and use of healthy hygiene practices, (v) use of social distancing and following suggested guidelines for personal protective equipment, (vi) execution of applicable communicable disease related hold harmless, release, waiver of liability, and indemnity agreements, and (vii) subject to the provisions below, potential restrictions on individuals attending race events (including travel restrictions) and/or having access to the paddock or other restricted areas. In the event a party believes in good faith that it is necessary to cancel, suspend, postpone or reschedule the Event in whole or in part for any reason relating to COVID-19 and/or the Operational Limitations, the parties will promptly consult with each other in good faith and mutually agree upon the proper actions considering applicable governmental directives or orders and will mutually agree on appropriate adjustments to the Agreement in connection therewith. Notwithstanding anything contained in the Agreement to the contrary, neither party shall be liable for, or in breach or default due to any failure or delay in performance under the Agreement to the extent such failures or delays are proximately caused by or related to applicable government directives or orders or if COVID-19 and/or the Operational Limitations makes it commercially impractical, illegal, inadvisable or impossible, in whole or in part, to perform the applicable terms of the Agreement or the purpose of the Agreement is frustrated. In the event of a complete (i.e., neither racing nor spectators allowed) cancellation, due to a Force Majeure, no rental fee will be due from Porsche and the parties will work together to determine a fair allocation of any previously incurred expenses that cannot be reasonably avoided or mitigated.

- 15.0 Limited In-person/Participant Operations. If applicable government directives or orders require that the Event be generally held on a closed basis (with limited in-person spectators or limited Participant access), the parties will consult in good faith and mutually determine appropriate adjustments to the Agreement to reflect the different model for holding the Event.
- 16.0 Health and Safety Protocols: Porsche acknowledges and agrees to follow and comply with any County, State, or other health and safety protocols or measures, imposed by County or Manager, at the time of the Event. In the event health and safety conditions prohibit spectators, Porsche agrees to follow the applicable COVID-19 protocols required by County and in compliance with local, state and/or federal health and safety guidance.
- 17.0 Representations and Warranties:
  - 17.01 Porsche represents and warrants to County 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 Porsche has been duly authorized. This Section shall survive expiration or termination of this Agreement.
  - 17.02 County represents and warrants to Porsche 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 County has been duly authorized. The County does

further represent and warrant to Porsche that the Track is fit, and operational for the purposes of this Agreement. This Section shall survive expiration or termination of this Agreement.

- 18.0 General: The parties to the 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 all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF). This Agreement, including all Exhibits is the entire agreement between the parties relating to the Event and may only be modified by written agreement signed by both parties. Each person signing below represents to the other party that they are authorized to sign this Agreement and bind their respective companies to fulfill the obligations contained herein. Nothing in this Agreement is intended to create any rights in or confer any benefits upon any person or entity other than the parties to this Agreement.

INTENTIONALLY LEFT BLANK



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

Porsche Cars North America, Inc.

By: \_\_\_\_\_  
Ryan Bell  
Monterey County Laguna Seca Representative

DocuSigned by:  
Ayesha Coker  
10D7F0B66D9B4B0...  
By\*: \_\_\_\_\_  
(Signature of Chair, President, or Vice President)\*

Ayesha Coker, VP of Marketing  
Its: \_\_\_\_\_  
Print Name and Title

Approved as to Form  
Office of the County Counsel  
Leslie J. Girard, County Counsel

Date: 8/3/2022 | 11:22 AM PDT

DocuSigned by:  
Michael Whilden  
0F90C5BE9B0F476...  
By: \_\_\_\_\_  
Deputy County Counsel

DocuSigned by:  
Thierry Kartochian  
7F1BB04262574FF...  
By\*: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Thierry Kartochian EVP and CFO  
Its: \_\_\_\_\_  
Print Name and Title

Date: 8/3/2022 | 3:44 PM PDT

Approved as Liability Provisions

Date: 8/3/2022 | 11:26 AM PDT

DocuSigned by:  
Danielle Mancuso  
2AFDFB99D2744CC...  
By: \_\_\_\_\_  
Risk Manager

Date: 8/11/2022 | 2:39 PM PDT

Approved as to Fiscal Provisions

DocuSigned by:  
Gary Giboney  
D3634BFEC1D8449...  
By: \_\_\_\_\_  
Auditor/Controller

Date: 8/11/2022 | 2:53 PM PDT

**\*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.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

<sup>3</sup> Approval by Risk Management is necessary only if changes are made to standard insurance provisions

**EXHIBIT A**

**EVENT SUMMARY**

DESIGNATED COUNTY AGENT: A&D Narigi Consulting LLC  
1021 Monterey Salinas Highway  
Salinas, CA 93908

FACILITY NAME: WeatherTech® Raceway at Laguna Seca  
Laguna Seca Recreation Area

EVENT NAME: Porsche Rennsport Reunion VII

PORSCHE: Porsche Cars North America, Inc.  
One Porsche Drive, Atlanta, GA 30354

AGREEMENT TERM: September 1, 2022, through October 1, 2023

EVENT START TIMES: 8:00 a.m. Daily – Early access starting at 6:00 a.m.  
EVENT END TIME: 5:30 p.m. Daily (provided such period may extend  
upon the good faith agreement of the parties).

TIME LIMIT: 8:00 a.m. – 5:30 p.m. each day (provided such  
period may extend upon the good faith mutual  
agreement of the parties).

DATE OF PUBLIC EVENTS: Thur., September 28 – Sun., October 1, 2023

LOAD IN (including track access): Monday, September 25, 8:00 a.m. – 6:00 p.m.  
SET-UP (including track access): Wednesday, September 27, 7:00 a.m. – 7:00 p.m.

County to work with Porsche on the event build  
and load-out schedule.

FEES: Ticket Sales: The first \$100,000 of ticket sales  
shall be due to the County of Monterey, anything  
beyond that will be split 50/50 with  
County/Porsche.

Parking: Preferred parking to be split 25/75 with  
25% going to Porsche, 75% going to County.

Apparel: County-produced Porsche Rennsport-  
specific merchandise with Rennsport logo shall be  
split 30/70 of net revenue with 30% going to  
Porsche, 70% going to County.

Porsche shall retain 100% of Porsche Design, Porsche Lifestyle Merchandise, or other Porsche (including its affiliates) produced merchandise.

Entry Fees/Camping Fees: County shall retain 100% of all participant entry fees and camping revenue.

County to retain \$5 of each Porsche provided poster art and tubed poster sales at its Official Raceway Store. The remaining poster sales shall belong to Porsche.

County shall retain all revenue from food and beverage concessions including, but not limited to, vendor space fees, food, beverage, and alcohol sales.

**PAYMENT DUE DATE:**

The balance of all net fees due to PCNA, based on the agreement, will be paid by County no later than December 1, 2023.

**Facility Assets Included for Porsche Use During Event:**

- Garage Bays 1-24
- Stewards Room
- Timing & Scoring Building
- Paddock Area
- Vendor Marketplace Area
- Designated Parking Areas
- Media Center – Newman Garages
- Upstairs Newman Building
- Newman 2 Bay Garages
- Hospitality Pavilion
- Two Hospitality areas adjacent to the left and right of the Pavilion
- Turn 3 Structure
- Top of the hill viewing the corkscrew
- Z Road for automobile storage and/or prep
- Triple Tall
- Passenger bridge
- Lakebed area available for both parties

**Staffing Inclusions:**

- All Park and Track Management and Staff
- Laguna Seca Volunteer Association
- Service Clubs

Exhibit B

PORSCHE OBLIGATIONS

Porsche shall be responsible for the following:

1. Conduct and Control over Event: PCNA hereby grants its control to COUNTY and its agents for the Event, and, in turn, COUNTY agrees to organize, promote, and hold the Event in accordance with this Agreement.  
  
COUNTY and its agents shall conduct the Event, through its Officials and personnel, in accordance with this Agreement. As Promoter, COUNTY shall have control over the conduct of the on-track activities of the Event. PCNA and COUNTY will work together on all aspects of the Event. PCNA will work together with COUNTY on paddock design and setup.
2. Event Merchandise: Porsche shall provide and grant use of logo, on a non-exclusive basis, to County to produce Event specific merchandise and collateral to be sold at the Raceway Stores. Porsche Rennsport VII logo shall be provided to County upon Porsche approval. Merchandise designs are subject to prior written approval of Porsche, not to be unreasonably withheld, a minimum of twelve (12) weeks in advance.
  - 2.01 Porsche shall receive 30% of net profit of all County-produced Porsche Rennsport-specific merchandise with Rennsport logo Event merchandise. For the avoidance of doubt, this revenue share shall not apply to any merchandise produced by Porsche or its affiliates.
  - 2.02 Porsche to provide poster art and tubed posters. County to retain \$5 of each poster sale at its Official Raceway Stores to compensate for storage, handling, multiple sales locations, sales force, and accounting processes.
  - 2.03 Porsche to retain 100% of poster sales revenue at Porsche-controlled and/or staffed locations.
  - 2.04 Advertising and Promotion: Porsche agrees to work in cooperation with County to co-advertise and promote Event at the fullest extent possible.
3. Awards. Porsche shall be responsible for the expense and the production of the awards. Porsche is responsible for podium structure, podium activities, champagne, and any other costs associated to award presentations.
4. Radio Transmissions. If Porsche is planning to bring in any radio system for participants, staff, etc., Porsche will provide County a list of all radio frequencies no later than two (2) weeks prior to the Event. Porsche understands that if such reported radio frequencies are not legal or conflict with any licensed frequencies in Monterey County, Porsche will require their participants or staff to change to a legal, licensed frequency prior to arriving at the track.

5. Porsche Operations.

- 5.01 Porsche can use all floors of the Triple Tall Building and the upstairs of the Newman Building for office space. PA announcers are located in one section of the third floor.
- 5.02 Porsche to work with County to determine class and nature of competition but ultimate control resides with County.
- 5.03 Newman 4 Bay garages will be used as the media center. County is responsible for expense and set up of media center. Porsche is responsible to provide lunches to media for all event days. County to provide beverages.

6. Event Elements:

- 6.01 Porsche to provide selected cars from the Porsche Museum for the heritage tent display. County is responsible for the cost and buildout of the structure with oversight and guidance from Porsche. County shall retain 100% of potential sponsorship revenue, subject to Porsche approval of sponsor.
- 6.02 Porsche to coordinate and build out a historic exhibition in the paddock garages, featuring selected race cars and other cars as determined by Porsche. All expenses are the responsibility of the Porsche. Garages will be given to Porsche at no charge.
- 6.03 Porsche to coordinate and build out for one current Porsche One Make Series paddock in the infield area, featuring race cars as per regulations as well as customer racing teams participating in the series. Participation of such series to be confirmed by Porsche. All expenses are the responsibility of the Porsche. The allocated paddock space will be given to Porsche at no charge.
- 6.04 Porsche to provide past and present Porsche drivers. Porsche to communicate with County once drivers are confirmed. With approval of Porsche and the individual drivers, County may use driver names in promotional materials including press releases.
- 6.05 Porsche to coordinate a Welcome Dinner for approximately 1,000 people with past and present Porsche drivers, participants and Porsche selected VIPs on an evening during the event weekend at the expense of Porsche.
- 6.06 Porsche to be responsible for any additional promotional activities and will work in cooperation with the County.
- 6.07 Porsche to assist County to procure Porsche car clubs for participation.
- 6.08 Porsche to provide a selected Porsche car as the official pace car and safety car. County non-Porsche pace cars are to be used for VIP laps only.

7. Additional Signage: Porsche shall have the opportunity to sell additional signage and sponsor-related packages to official partners of Porsche throughout the Rennsport Event, as set forth in Exhibit C below.
8. Contractors and Suppliers: Porsche is required to use track approved contractors, caterers, vendors, and suppliers. Contractors or suppliers in an agreement with County include a 10% administrative fee due back to County. County to approve a list of preferred vendors of Porsche.
9. Porsche, for required specific service or product in their coordination and execution of the event, may contract directly with vendors and be billed independently at the sole expense of Porsche with the prior approval of Manager.
  - 9.01 For caterers, the 10% administrative fee is only applicable on food and does not apply to labor, gratuity, or rentals.
  - 9.02 If Porsche would like to bring in their own vendor, a certificate of insurance per County coverage, limits and endorsements noted in Section 9 below is required and the commission due back to the track still applies in the form of a buyout fee. If Porsche would like to bring in their own caterer, a buyout fee will be calculated based on the group size and liquor liability insurance will be required. Buyout fees will not exceed the estimated 10% of the total job scope.
    - **Commercial General Liability** with \$5,000,000 combined single limit per occurrence, and
    - **Business Automobile Liability** covering all owned, hired, and non-owned vehicles with limits of \$5,000,000 combined single limit per occurrence, and
    - **Workers' Compensation** with statutory limits or a State Certificate of self-insurance and Employer Liability coverage limits of \$1,000,000 per occurrence.

Porsche may satisfy the coverage limits above through a combination of its underlying policies and its umbrella/excess liability insurance policy. Porsche shall provide endorsements indicating the County of Monterey, its agents, employees, and contractors and A&D Narigi Consulting LLC, its agents, employees, and contractors are additional insured, and the coverage is primary and non-contributory to any other policies in effect, for its activities only.

Exhibit C

SPONSORSHIP OBLIGATIONS

The parties shall have the following rights and obligations with respect to sponsorships:

1. County will provide an inventory of available signage for the Porsche to sell and utilize. Porsche is required to use the County authorized track signage provider for select signage and installation of all large format graphics and signage beyond the Porsche Park in the Paddock.

Two (2) 8’x40’ Start Finish Banners\*  
Two (2) 8’x27’ Start Finish Banners\*  
Two 7’x42’ Turn 2 Hairpin Billboard signs  
Two (2) 12’x72’ Turn 3 Billboards  
Tire Bridge - Lower Billboards  
Catch-Fence Billboards  
Turn 2, Turn 3, Turn 4, Turn 5, Turn 8, Turn 9, Turn 10,  
Four (4) 12’x24’ Turn 11 Billboards  
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

\*Pending final design of new Start Finish bridge

\*\*Any future developed signage locations or unique opportunities to be discussed in advance for inclusion, as it was in 2018.

- 1.01 Porsche is responsible for all costs associated with Porsche related signage, including design, production, installation, and removal. If Porsche requires existing signage to be removed, they will be required to remove and reinstall at Porsche expense.
- 1.02 County shall provide Porsche with a track-approved and insured signage installation vendor to negotiate rates and services with. Porsche is responsible for all associated costs.
2. County Sponsors and Signage: Porsche understands that County retains signage locations throughout the racetrack and Facility for its year-around sponsors, and retains the right to those locations and branding, regardless of possible conflict with Porsche sponsors. County may sell additional sponsorships, subject to advance approval by Porsche to not conflict nor compete with existing Porsche partners or sponsors. County shall retain 100% of the additional sponsorship revenue.
3. Notwithstanding anything in this Agreement to the contrary, County shall retain the right to display the on-track branding of “WeatherTech” and “WeatherTech Raceway” as the official County racetrack sponsor as the displays remain in a year-around placement.

4. Porsche shall have the opportunity to sell additional signage and sponsor-related entitlements above and beyond items listed above. Master inventory and pricing structure shall be provided (subject to availability).
5. Porsche shall ensure that no sponsorship rights will be sold to competitive or exclusive partners of the County. Porsche shall provide County with a complete list of Global Partners and non-compete brands no later than January 1, 2023.
6. This signage plan may be modified subject to availability, but not without written approval from Porsche or County.
7. County is responsible for Hwy 68 signage installation. Porsche is responsible for design and production at Porsche's expense. Sign to be installed after the preceding event.

Exhibit D

COUNTY OBLIGATIONS

County shall be responsible for the following:

1. Control and Maintenance of the Facility. County 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 conduct the Event at the Facility in a timely manner. County shall maintain the Facility in good repair prior to and during the Event. Except as provided for herein and during the Event, County shall be responsible for the safety of such persons while at the Facility. County warrants that the Facility is and will be in condition suitable for the Event.
2. Compliance with Laws. Porsche and County shall comply with all local, state and federal laws and regulations applicable to the organization, promotion and occurrence of the Event, and County shall obtain in a timely manner all necessary licenses, permits or other governmental approvals it is required to obtain for the Event. Porsche is required to follow all health protocols and guidelines mandated by State and County for general public safety.
3. Track Reparatons. County shall honor that the following reparations will be completed at the track by June 25, 2023 (includes 30 days of grace in anticipation of weather issues or unforeseen delays that will be communicated to Porsche immediately): replacing the Start/Finish Bridge and doing patch work on the track as requested within reason by Porsche.

If the County fails to complete the Start/Finish Bridge by commencement of the Event, County shall pay all expenses to shuttle Event guests around the track and have the responsibility to provide additional space in the paddock for hospitality if the Start/Finish Bridge is not completed and cleared for safety.

4. Facilities. County shall furnish adequate facilities, personnel (including security personnel), equipment and services for accommodating and controlling the public during the Event. If security is requested by Porsche or other parties under the responsibility of Porsche during non-event times, 6:00 p.m. – 8:00 a.m., such security, including special requests, will be at the expense of Porsche.
  - 4.01 County shall furnish adequate volunteer and professional security personnel in the pit, garage/paddock, lakebed, campground, and adjoining areas. County shall limit access to the pit area before, during and after the Event solely to authorized individuals and equipment. County is solely responsible and liable for the actions of security personnel provided. Porsche is responsible for any special-order security posts including but not limited to marketplace overnight shifts and client requested shifts. This will be billed back to Porsche at cost plus an 10% administrative fee.

5. Business Responsibilities Relating to Promotion: County shall perform all obligations imposed on it by this Agreement, including all obligations to provide cooperation, support equipment and the like at its own expense, without contribution by Porsche unless otherwise expressly stated in this Agreement and/or in any subsequent letter agreement or exhibit appended hereto. County assumes and will perform all its business responsibilities in connection with this Agreement and the promotion of the Event, in a first-class manner.
6. Event Insurance: County shall obtain and maintain public liability insurance as set forth in Exhibit F.
7. Shared Revenue
  - 7.01 After the first \$100,000 of general ticket sales due to the County, Porsche and County shall split all general admission tickets sales 50/50. Preferred parking revenue will be split 25/75 with 25% of the revenue going to the Porsche. This revenue split does not apply to general parking revenue. County to provide complimentary general admission tickets to Porsche to be used for hospitality fulfillment, volunteers, and staff on an as-needed basis. A required ticket list will be provided to County thirty (30) days in advance of the Event for mutual agreement by Porsche and County.
  - 7.02 Weekly reports to include collected revenue and attendance numbers for all ticket sales due to Porsche by County. Reporting to begin by January 1, 2023 prior to the Event dates with reports submitted the Tuesday of each week. Reporting documentation to be agreed upon by both Porsche and County.
    - i) County shall provide proper staffing at all points of entry in use for ticket sales and ticket scanning and collection for the duration of the Event dates. County to provide at their expense any required security and parking volunteers. Designated staffing for coordination of camping locations shall be provided by County.
    - ii) County shall make two shared revenue payments to Porsche. One payment based on general admission ticket and preferred parking revenue made thirty (30) days prior to the Event, and the final within sixty (60) days after the conclusion of the Event. The final net payment due is based on remaining general admission tickets sales, preferred parking sales, merchandise, and poster sales.
8. Miscellaneous County Rights and Obligations:
  - 8.01 County shall be responsible for all facility operations including but not limited to the organization, promotion, and overall conduct of the event in close cooperation and on behalf of Porsche and its representatives.
  - 8.02 County is responsible for producing all tickets, credential hard cards, parking and camping passes, with Porsche approval, as well as sales handled through the

County's Tickets and Accommodations Office. County retains all camping revenue.

- 8.03 County is responsible for the Paddock layout, setup, and operation.
- 8.04 Coordination of all necessary sanitation, trash, TV distribution, equipment, tables, tents, and chairs, etc.
- 8.05 Provide adequate parking areas for general admission for a fee. For the foregoing purposes, three (3) weeks in advance of the Event, County shall furnish Porsche with accurate plans, engineering and scale drawings, maps, dimensions, and the like for said paddock, garage, pit, parking, and areas to be used in the execution of the agreement based on the event.
- 8.06 Provide suitable facility-wide public address system with two (2) wireless microphones for the purpose of making competitor announcements throughout the garage, pit, and paddock areas.
- 8.07 Provide a mutually acceptable public address announcer and work closely with the Porsche public address announcer if one is provided.
- 8.08 County will work in conjunction with Porsche designated Public Relations (PR) firm for Event public relations.
- 8.09 County PR department will operate and facilitate the Media Center and coordinate media credentials with Porsche.
- 8.10 Provide a suitable service provider for staffing requirements or volunteer personnel to secure the pits as designated by Porsche, and the garage/paddock area based on the agreement for continuous, 24-hour/day security beginning the first day the Facility is open to Porsche personnel or competitors and ending on Sunday evening of the Event. Overnight paddock security to be a rover at the expense of the County.
- 8.11 County shall market and promote the Event as a premier event like 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 County/WRLS website as an Official Event including ticket sales page.
  - iii) Promoted like other events on the Season Schedule through all distribution channels.
  - iv) Will produce and coordinate official press releases, with Porsche approval, social media posts, and incorporate the event into regularly scheduled marketing plans developed for the year; and

- v) Design and production of collateral materials with Porsche review. County will also grant permission to Porsche for use of facility logo for all collateral and advertising materials.
- 8.12 Provide a meeting room or covered space for drivers' meetings with a minimum capacity of forty (40) chairs and additional standing room, actual area TBD, if different than use of stage. If specific health mandates are in effect, this obligation by County will be provided based on required CDC, state, and local health protocols.
- 8.13 County to allow Porsche to utilize the permanent 20 garage bay building in the paddock for their display at no charge to Porsche.
- 8.14 Provide Porsche with one (1) Premier Pit Row Suite, including fifty (50) hospitality passes for admission to the Suites, for the purpose of entertaining Porsche guests, sponsors, and sponsor prospects. Porsche is responsible for all food and beverage costs. All food and beverage service will be contracted with one of the County's track approved caterers where a 10% fee will be due back to County by the Caterer. If available, Porsche may rent additional suites at an additional charge.
- 8.15 County shall be responsible for setting up and managing the concessions areas, including food vendors, and will retain all revenue from food and beverage concessions including, but not limited to, vendor space fees, food, beverage, and alcohol sales. County will maintain host liability insurance with respect to alcohol sales.
- i) If Porsche wants to bring in beer and wine partners, those partners can sell product to the concessionaire managing the bars to sell to the public. If those partners would like to build out an activation and sell product directly to the public under their own license, they can pay the County a space fee which will be determined on footprint and location.
- 8.16 County shall be responsible for the expense for Monterey County Regional Fire, Monterey County Sheriff, California Highway Patrol and Del Rey Oaks Police Department for traffic and spectator control as required by Monterey County.
- 8.17 County shall oversee all vendor sales in the "Marketplace" and will be responsible for all costs associated with vendors, such as set-up, tents, generators, equipment, power hook ups, etc.
- i) County will provide Porsche a 20' x 20' display space both in the Paddock and in the Lakebed Marketplace areas.
- 8.18 County shall oversee and retain rights to all sponsorship sales sold by County and will be responsible for all costs associated with fulfillment. County to retain 100% revenue of all procured County sponsorship sales. County will confer with Porsche to avoid conflicting sponsors.

- 8.19 County shall have the right to sell car corrals and will retain all revenue as well as cover expenses for fulfillment.
- 8.20 Porsche and County shall mutually agree upon a location for the County to run a karting program open to spectators. All revenue retained by County.
- 8.21 On Track Schedule: County to develop the race and Event schedule in conjunction with Porsche and sanctioning body. Final schedule and minute-by-minute to be approved by Porsche.
- i) County to work with Porsche to designate mutually agreed upon track time dependent on Event schedule for selected car corral parade laps and demonstration laps as needed by Porsche.
  - ii) Time will also be scheduled for the County-run VIP hot lap program with the opportunity to have hot laps in selected Porsche cars.
  - iii) Subject to schedules, County shall work and coordinate with Porsche in arrangements and activities which will enhance the Event and further the interests of the Porsche through mutually approved activities as mutually agreed upon, such as: adequate track time for VIP pace car rides; VIP access to the starter-stand throughout the Event weekend; etc. No other Original Equipment Manufacturers (OEM) models permitted.
  - iv) For the active Event days (Thursday – Sunday) Porsche shall be granted the right to run track activities including at-speed racing in the defined daily time slots. County will be responsible for all on-track safety costs including but not limited to security, medical, and agency requirements.
  - v) Porsche shall have the opportunity to have a track day on the Wednesday of the Event week only for media and photography purposes with noise levels not exceeding 90dB. If the track program includes at-speed racing or any spectator elements, Porsche will be charged the 90dB track rental rate and will be responsible for all on-track safety costs as well as any spectator costs including but not limited to security, medical, and agency requirements. Porsche will coordinate with County for group photo.
- 8.22 Entries: County shall retain all participant and crew entry fee revenue.
- i) County is required to perform registration and related administrative functions for all participants/entrants.
  - ii) All entries will be scrutinized by the County selection committee in association with a Porsche representative to be determined by Porsche.
  - iii) County to provide participant shirts at its sole expense to be approved in advance by Porsche.

- 8.23 Programs: County is responsible for souvenir program, costs, creation and distribution. County shall be able to include its “year-around sponsors” in program advertisement pages and will retain all ad revenue. Porsche will work closely with County on editorial content. Porsche shall receive eight (8) complimentary ad pages, which includes inside front cover and back cover positionings.
- 8.24 Fire and Medical Equipment and Personnel. County shall be responsible for all costs and expenses associated with fire personnel, equipment and services including, without limitation, clean-up crews, towing and flatbed wreckers, and fire protection. County shall make advance arrangements with local hospitals and physicians for the prompt, efficient and appropriate treatment of all injuries occurring during the Event. For purposes of clarity throughout this Agreement, the reference to required County supplied assets, personnel, equipment, and resources shall be understood to be “minimums” and subject to Porsche approval, and this shall be especially true with respect to medical, ambulance, safety and fire suppression matters at the track.
- 8.25 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 (provided by County), and radios with closed ear headsets for direct communication with race control, at each such station.
- 8.26 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.
- 8.27 Track Preparation and Cleaning: County shall ensure that the raceway surface is clean and safe for on-track facilities. Track will be swept each morning prior to on-track activities. County will also provide track sweeping services throughout the Event if the racing surface becomes unsafe due to an on-track incident.
- 8.28 Ambulance Resources: A minimum of two (2) properly staffed Advanced Life Support- ALS-1 or ALS-2 (the highest level available, full life support, per state requirements) ambulances to be dedicated exclusively to the racetrack activities and two (2) for spectator areas (one to be located in the Paddock area and one to be located in the Lakebed area).
- 8.29 Medical Care Center: A medical care center for Event participants (not the public) shall be properly staffed to care for any patients with minor injuries as well as care for serious casualties until evacuation is possible. This medical care center shall have a minimum of one medical doctor, licensed in the facility’s state, with trauma experience, and said physician shall be always in the care center during all track activities. County is responsible for any expense associated with staffing including but not limited to hotel rooms.

- 8.30 Vehicle Recovery: Minimum of two (2) roll back vehicle recovery trucks and one conventional tow (lift) truck required.
- 8.31 Timing and Scoring. County shall provide and be responsible for all timing and scoring requirements.
- 8.32 Sanctioning Body. County shall hire an independent sanctioning body with Porsche approval to coordinate all technical and safety inspections of the race cars, racetrack, garages, pit lane, pit stalls, and paddock.
- 8.33 Race Officials. County 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.
- 8.34 Dispatch Personnel: County shall have present during the Event an emergency vehicle dispatch person who shall have a detailed familiarity with the track and track operations. This vehicle dispatch person shall work directly with Porsche in race control to immediately and carefully coordinate dispatch and direct emergency service vehicles and personnel.

End Exhibit D

Exhibit E

ADVERTISING AND USE OF REGISTERED MARK

1. Cross Trademark Licenses:

1.01 Grant of License by Porsche. Porsche hereby grants to County a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, to the Porsche Event logos (the “Porsche Marks”) in connection with the publicity, promotion, merchandising and advertising of the Event, and only upon the prior written approval of Porsche, which shall not be unreasonably withheld. This license shall terminate upon the expiration or termination of this Agreement.

- i) Terms and Conditions of Use. County shall display the Porsche Marks in all publicity, advertising and promotion relating to the Event, and only upon the prior written approval of Porsche, which shall not be unreasonably withheld
- ii) Indemnity. Porsche hereby agrees to indemnify County from any claims or loss arising out of County’s use of the Porsche’ Marks or Official Logos in strict accordance with the terms and conditions of this Agreement.

1.02 Grant of License by County. County hereby grants to Porsche a non-transferable, non-exclusive, royalty-free license to use, strictly in accordance with the terms and conditions of this Agreement, County’s trademarks, including the WeatherTech® Raceway at Laguna Seca trademarks (the “County’s Marks”) in connection with publicity, promotion, advertising, and operation of the Event. Any use of the County’s Marks must be approved by County, 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 County.

- i) Terms and Conditions of Use. Porsche shall have the right to use and sublicense County’s Marks in connection with publicity, promotion, advertising, or operation of the Event, however, the Porsche shall not, without the prior written consent of County, use or sublicense the use of County’s Marks on the branding of any retail package product, unless otherwise expressly permitted in this Agreement. Any use of County’s Marks must be pre-authorized by County.
- ii) Limited Authorization. This license does not authorize Porsche to use County’s Marks in its corporate business or firm name and title

Exhibit F

INSURANCE AND INDEMNIFICATION

**County** shall provide Primary Coverage Insurance as follows:

**Participant Accident Coverage:** **County** shall be responsible for providing accident coverage for its participants including officials, workers, and volunteers. The on-track participant accident insurance coverage shall be a minimum coverage of \$250,000 medical and \$25,000 death.

**County**, at its own expense shall maintain its own primary insurance coverage, through Commercial General Liability coverage with limits no less than \$10,000,000, against any claim, expense, cost, damage, or liability arising out of its performance of its responsibilities pursuant to this Agreement. The County's insurance policy shall serve as primary and non-contributory to any insurance maintained by Porsche. Porsche Cars North America to be named as additionally insured.

This page intentionally left blank



# Monterey County

**Item No.66**

## Board Report

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

**Legistar File Number: RES 22-156**

**August 23, 2022**

**Introduced:** 8/10/2022

**Current Status:** RMA Public Works -  
Consent

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a resolution to:

- a. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations for Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 by \$1,954,013 financed by a decrease in appropriations of \$977,007 in Contingencies, Fund 001, Unit 8034, Appropriation Unit CAO020, and a release of \$977,006 in the Cannabis Tax Assignment 001-3132 (4/5ths vote required);
- b. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget by increasing appropriations and operating transfers in by \$1,954,013 for Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057, financed by an operating transfer out of \$1,954,013 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 for costs related to settlement and closeout of the Jail Housing Addition Project 8819 (4/5ths vote required);  
and
- c. Authorize and direct the Auditor-Controller to transfer \$1,954,013 for FY 2022-23 to Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt a resolution to:

1. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations for Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 by \$1,954,013 financed by a decrease in appropriations of \$977,007 in Contingencies, Fund 001, Unit 8034, Appropriation Unit CAO020, and a release of \$977,006 in the Cannabis Tax Assignment 001-3132 (4/5ths vote required);
2. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget by increasing appropriations and operating transfers in by \$1,954,013 for Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057, financed by an operating transfer out of \$1,954,013 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 for costs related to settlement and closeout of the Jail Housing Addition Project 8819 (4/5ths vote required);  
and
3. Authorize and direct the Auditor-Controller to transfer \$1,954,013 for FY 2022-23 to Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

**SUMMARY/DISCUSSION:**

The Monterey County Jail Housing Addition AB 900 Phase II Project (hereafter, "Project") is

133,673 gross square feet and provides 576 new beds in eight (8) housing units distributed on two (2) floors, program spaces for inmates, administration and staff support spaces, and a public entrance with video visitation.

The Project is substantially complete. Several issues had significant impacts to the Project budget and schedule. These included field changes required by the California State Fire Marshall (CSFM) and unplanned early partial occupancy needed as part of the Sheriff's Office COVID-19 response.

Final costs to close out the project and settle contractor delay claims are to be financed through fifty percent (50%) from the Cannabis Tax assignment and fifty percent (50%) from General Fund contingencies. This Board action is required to authorize transfer of funds necessary to pay these final settlement costs

OTHER AGENCY INVOLVEMENT:

Public Works, Facilities and Parks (PWFP) staff have worked closely with the County Administrative Office (CAO) and the Office of the County Counsel-Risk Management to identify eligible funding sources for this settlement.

FINANCING:

Global settlement costs are to be funded by \$977,007 from General Fund Contingencies, which has a current balance of \$1,786,124 and \$977,006 from Cannabis Tax Assignment, which has a current balance of \$3,047,122.00. If approved, this action would reduce the balances of Contingencies and Cannabis Tax Assignment to \$809,117 and \$2,070,116 respectively.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Project will provide a larger detention facility which is critically needed as the current high occupancy count exceeds the existing facility's capacity and assists the County with State-mandated milestones. The recommended action supports the Board of Supervisors Strategic Initiatives as indicated below:

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

Prepared by: Florence Kabwasa-Green, Project Manager III (831) 755-4805

Reviewed by: Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

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

The following attachments are on file with the Clerk of the Board:

Attachment A - Resolution





# Monterey County

**Item No.**

## Board Report

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

**Legistar File Number: RES 22-156**

**August 23, 2022**

**Introduced:** 8/10/2022

**Current Status:** Agenda Ready

**Version:** 1

**Matter Type:** BoS Resolution

Adopt a resolution to:

1. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations for Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 by \$1,954,013 financed by a decrease in appropriations of \$977,007 in Contingencies, Fund 001, Unit 8034, Appropriation Unit CAO020, and a release of \$977,006 in the Cannabis Tax Assignment 001-3132 (4/5ths vote required);
2. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget by increasing appropriations and operating transfers in by \$1,954,013 for Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057, financed by an operating transfer out of \$1,954,013 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 for costs related to settlement and closeout of the Jail Housing Addition Project 8819 (4/5ths vote required); and
3. Authorize and direct the Auditor-Controller to transfer \$1,954,013 for FY 2022-23 to Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

**RECOMMENDATION:**

It is recommended that the Board of Supervisors adopt a resolution to:

1. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations for Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 by \$1,954,013 financed by a decrease in appropriations of \$977,007 in Contingencies, Fund 001, Unit 8034, Appropriation Unit CAO020, and a release of \$977,006 in the Cannabis Tax Assignment 001-3132 (4/5ths vote required);
2. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget by increasing appropriations and operating transfers in by \$1,954,013 for Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057, financed by an operating transfer out of \$1,954,013 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 for costs related to settlement and closeout of the Jail Housing Addition Project 8819 (4/5ths vote required); and
3. Authorize and direct the Auditor-Controller to transfer \$1,954,013 for FY 2022-23 to Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 (4/5ths vote required).

**SUMMARY/DISCUSSION:**

The Monterey County Jail Housing Addition AB 900 Phase II Project (hereafter, "Project") is 133,673 gross square feet and provides 576 new beds in eight (8) housing units distributed on two (2)

floors, program spaces for inmates, administration and staff support spaces, and a public entrance with video visitation.

The Project is substantially complete. Several issues had significant impacts to the Project budget and schedule. These included field changes required by the California State Fire Marshall (CSFM) and unplanned early partial occupancy needed as part of the Sheriff’s Office COVID-19 response.

Final costs to close out the project and settle contractor delay claims are to be financed through fifty percent (50%) from the Cannabis Tax assignment and fifty percent (50%) from General Fund contingencies. This Board action is required to authorize transfer of funds necessary to pay these final settlement costs

OTHER AGENCY INVOLVEMENT:

Public Works, Facilities and Parks (PWFP) staff have worked closely with the County Administrative Office (CAO) and the Office of the County Counsel-Risk Management to identify eligible funding sources for this settlement.

FINANCING:

Global settlement costs are to be funded by \$977,007 from General Fund Contingencies, which has a current balance of \$1,786,124 and \$977,006 from Cannabis Tax Assignment, which has a current balance of \$3,047,122.00. If approved, this action would reduce the balances of Contingencies and Cannabis Tax Assignment to \$809,117 and \$2,070,116 respectively.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Project will provide a larger detention facility which is critically needed as the current high occupancy count exceeds the existing facility’s capacity and assists the County with State-mandated milestones. The recommended action supports the Board of Supervisors Strategic Initiatives as indicated below:

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

Prepared by: Florence Kabwasa-Green, Project Manager III (831) 755-4805

Reviewed by: Lindsay Lerable, Chief of Facilities

Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

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

DS  
RI

The following attachments are on file with the Clerk of the Board:

Attachment A - Resolution

*Legistar File Number: RES 22-156*

---

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

**Resolution No.:** \_\_\_\_\_

- Adopt a resolution to: )  
)  
1. Authorize and direct the Auditor-Controller to amend the )  
FY 2022-23 Adopted Budget to increase appropriations for )  
Other Financing Uses, Fund 001, Unit 8038, Appropriation )  
Unit CAO017 by \$1,954,013.00 financed by a decrease in )  
appropriations of \$977,006.50 in Contingencies, Fund 001, )  
Unit 8034, Appropriation Unit CAO020, and a release of )  
\$977,006.50 in the Cannabis Tax Assignment 001-3132 )  
(4/5ths vote required); )  
2. Authorize and direct the Auditor-Controller to amend the )  
FY 2022-23 Adopted Budget by increasing appropriations )  
and operating transfers in by \$1,954,013.00 for Facility )  
Master Plan Projects, Fund 404, Unit 8564, Appropriation )  
Unit PFP057, financed by an operating transfer out of )  
\$1,954,013.00 from Other Financing Uses, Fund 001, Unit )  
8038, Appropriation Unit CAO017 for costs related to )  
settlement and closeout of the Jail Housing Addition Project )  
8819 (4/5ths vote required); and )  
3. Authorize and direct the Auditor-Controller to transfer )  
\$1,954,013.00 for FY 2022-23 to Facility Master Plan )  
Projects, Fund 404, Unit 8564, Appropriation Unit PFP057 )  
from Other Financing Uses, Fund 001, Unit 8038, )  
Appropriation Unit CAO017. )

WHEREAS, the Jail Housing Addition Project 8819 (Project) design and construction consists of: 576 new beds in eight housing units distributed on two floors, program spaces for inmates, administration and staff support spaces, and public entrance with face to face and video visitation;

WHEREAS, on December 6, 2016, the Board of Supervisors approved plans and specifications for the Project;

WHEREAS, on June 6, 2017, the Board of Supervisors approved a construction contract award to S.J. Amoroso Construction Co, Inc. in the amount of \$66,277,000, and a total Project budget of \$88,900,000;

WHEREAS, on October 27, 2020, the Board of Supervisors approved increasing the Project budget by \$1,614,318 for a total revised Project budget of \$90,514,318 to cover additional Project costs associated with California State Fire Marshall (CSFM) requirements;

WHEREAS, on September 14, 2021, the Board of Supervisors approved increasing the Project budget by \$277,057 for a total revised Project budget of \$91,791,375 to cover additional Project costs related to CSFM requirements for smoke control and fire sprinkler systems;

WHEREAS, an additional \$1,954,013 is required to cover final costs to close out the Project and settle contractor delay claims.

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

1. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations for Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 by \$1,954,013.00 financed by a decrease in appropriations of \$977,006.50 in Contingencies, Fund 001, Unit 8034, Appropriation Unit CAO020, and a release of \$977,006.50 in the Cannabis Tax Assignment 001-3132 (4/5ths vote required);
2. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget by increasing appropriations and operating transfers in by \$1,954,013.00 for Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057, financed by an operating transfer out of \$1,954,013.00 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017 for costs related to settlement and closeout of the Jail Housing Addition Project 8819 (4/5ths vote required); and
3. Authorize and direct the Auditor-Controller to transfer \$1,954,013.00 for FY 2022-23 to Facility Master Plan Projects, Fund 404, Unit 8564, Appropriation Unit PFP057 from Other Financing Uses, Fund 001, Unit 8038, Appropriation Unit CAO017.

PASSED AND ADOPTED on this \_\_\_\_ day of \_\_\_\_\_, 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



# Monterey County

**Item No.67**

## Board Report

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

Legistar File Number: 22-793

August 23, 2022

Introduced: 8/19/2022

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

### Addenda/Supplemental

#### Closed Session

1. a. Pursuant to Government Code section 54957.6, the Board will provide direction to negotiators:  
(1) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado  
Employee Organization(s): Units R, S and X

#### Correct Ordinance Attached - Scheduled AM

21. a. Introduce, waive first reading, and set September 13, 2022 at 10:30 a.m. as the date and time to consider adoption of an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.  
b. Provide direction to staff as appropriate.

#### **26. New Referrals - Referrals added**

#### Revised Board Report and Resolution - General Government Consent

60. Adopt a Resolution to:
  - a. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate one (1) Departmental Information Systems Manager II to one (1) Information Technology Manager as indicated in Attachment A;
  - b. Amend the Information Technology Department - Budget Unit 1930-8433-Fund 001 -Appropriation Unit INF002 to reallocate and to approve the reclassification of one (1) Departmental Information Systems Coordinator to one (1) Information Technology Support Specialist as indicated in Attachment A; and
  - c. Direct the County Administrative Office to incorporate the position changes in the FY 2022-23 Adopted Budget.