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



Meeting Agenda - Final-Revised

Tuesday, September 20, 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 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. 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 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. 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:

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+1669900 6833 EE. UU. (San José)
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+ 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

HELPFUL INFORMATION/INFORMACION UTIL

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

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

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

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

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

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

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

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

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

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

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 Hurtado

Employee Organization(s): All Units

- (2) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado
- Employee Organization(s): Units R, S and X
- (3) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado

Employee Organization(s): Units F, H, J, K, R, S and X

- (4) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado
- Employee Organization(s): Units F and J
- (5) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado

Employee Organization(s): Units F, H, J, K, R, S, X, Z, ZX and U

- b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
- (1) Rosa Quintero (Workers' Compensation Appeals Board No. ADJ11048989)
- (2) Rosa Quintero (Workers' Compensation Appeals Board No. ADJ11048990)
- (3) Rosa Quintero (Workers' Compensation Appeals Board No. ADJ7928315)
- (4) Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al. (San Luis Obispo County Superior Court Case No. 19CVP-0010)
- (5) SEIU Local 521 v. County of Monterey, et al. (State of California Public Employment Relations Board Case No. SF-CE-1961-M)
- c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.
- d. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding discipline,

dismissal, or release of a public employee.

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 Designating National Day of Remembrance for Murder Victims on September 25th, 2022 in Monterey County. (Supervisor Adams)

Attachments: Ceremonial Resolution - National Day of Remembrance For

Murder Victims

3. Adopt a resolution in honor and recognition of Judge Robert O'Farrell for his dedicated service to the County of Monterey. (Supervisor Adams)

Attachments: Ceremonial Resolution - Judge Robert O'Farrell

4. Adopt a resolution Commending Sergeant Erika Gabriela Barrera upon her retirement from thirty-two years of public service with the Monterey County Sheriff's Office. (Supervisor Adams)

Attachments: Ceremonial Resolution - Erika Gabriela Barrera

<u>Approval of Consent Calendar – (See Supplemental Sheet)</u>

5. See Supplemental Sheet

General Public Comments

6. 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

7. Adopt Resolution to:

Confirm the appointment of Mr. Douglas Southard as Interim Deputy Director of Social Services.

Attachments: Board Report

Resolution Interim Deputy Director of Social Services

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

8. Hold a regional water forum to provide an overview of current efforts regarding water management and sustainability, and to initiate a comprehensive discussion on regional water supplies and solutions in northern Monterey County.

Attachments: Board Report

Board Referral No. 2021.18

Regional Water Forum Presntation #2

Other Board Matters

County Administrative Officer Comments

9. County Administrative Officer Comments

New Referrals

10. New Referrals

Attachments: Board Referral Matrix 9-20-22

2022.19 (Lopez) Joining Chamber of Commerce in Our

Community

Board Comments

11. Board Comments

Read Out from Closed Session by County Counsel

Adjournment

Supplemental Sheet, Consent Calendar

Natividad Medical Center

- **12.** Adopt Resolution to:
 - a. Amend the Natividad FY 2022-23 Adopted Budget Unit 9600-8142 Fund 451 Appropriation Unit NMC001 to add one (1.0) FTE allocation of Health Education Assistant as indicated in Attachment A:
 - b. Authorize the County Administrative Office and the Auditor-Controller 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.

Attachments: Board Report

Attachment A
Resolution

- 13. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with UKG Inc. for human resources, payroll, and workforce management software and support services at NMC for an amount not to exceed \$1,991,920 with an agreement term of October 1, 2022 through September 30, 2027.
 - 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%) (\$199,192) of the original cost of the agreement.
 - c. 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.

Attachments: Board Report

UKG Agreement

Health Department

- 14. a. Authorize the Director of Health or Assistant Director of Health to execute an Agreement between the County of Monterey and the University Corporation at Monterey Bay (CSUMB) for the term September 26, 2022 to May 30, 2023 in the amount not to exceed \$49,999 to conduct the grant's evaluation and implement the reduction of COVID-19's disparate impact on vulnerable residents and advance health equity; and
 - b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
 - c. 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%) (\$4,999) of the original contract amount and do not significantly change the scope of work.

September 20, 2022

Attachments: Board Report
Agreement

15. a. Approve and Authorize the Director of Health or the Assistant Director of Health to execute a Facilities Agreement between the County of Monterey and Rentokil North America, Inc. DBA Western Exterminator Co. for a retroactive term of May 10, 2022 to July 31, 2024 for the provision of monthly extermination and exclusion services within the designated HVAC Cage units at 299 12th St., Marina, Ca. 93933 in the amount of \$18,241 for Fiscal Years (FY) FY 2022-23 FY 2023-24, for a total Agreement amount not to exceed \$18,241; and

b. Authorize the Director of Health or the Assistant Director of Health to sign up to two (3) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$1,824) of the original contract amount and do not significantly change the scope of work.

Attachments: Board Report

Agreement

16. a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355 with Seneca Family of Agencies dba Kinship Center for the provision of mental health services, retroactive to July 1, 2022, to extend the term for one (1) additional fiscal year and add \$5,949,702 of additional services, for a revised total Agreement amount not to exceed \$19,274,021 for a new term of July 1, 2019 through June 30, 2023; and

b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to one (1) future amendment that does not exceed ten percent (10%) (\$1,927,402) of the revised Agreement amount and does not significantly change the scope of work.

Attachments: Board Report

Renewal & Amendment No. 5

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Agreement

17. a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 5 with Bayside Oil II, Inc., amending Exhibit B to reflect changes to Collection Centers for used oil and filter collection, hauling, and recycling; and

b. Authorize changes to Exhibit B as needed specific to Collection Center additions or deletions.

Attachments: Board Report

Amendment No. 5

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Agreement

Department of Social Services

18. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a funding Agreement with the California Department of Aging in the amount of \$973,557 for services to seniors retroactive to July 1, 2022, for the term of July 1, 2022 through December 31, 2024, and to sign any and all amendments to the Agreement.

Attachments: Board Report

Agreement

Criminal Justice

19. a. Adopt Resolution to amend Probation Department's (2550-8164-PRO001) Adopted Budget to reallocate one (1) vacant Laundry Worker I position to one (1) Building Maintenance Worker position as indicated in Attachment A; and

b. Direct the County Administrative Office and Auditor-Controller to incorporate approved position changes in the FY2022-2023 Adopted Budget.

Attachments: Board Report

General Government

- **20.** a. Approve and authorize the Chief Information Officer to sign a non-standard Radio Site Lease Agreement with the Heartland Mark, LLC Pinball Site commencing September 20, 2022, and automatically self-renew each year on August 31 of that fiscal year unless amended and/or increasing annually based on the Cost-of-Living Adjustment (COLA) index; 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 Radio Site Lease Agreement.

Attachments: Board Report

Heartland Mark LLC Agreement

21. a. Approve and authorize the Chief Information Officer to execute a non-standard Service Agreement

with Gartner, Inc., for the period of October 1, 2022, through September 30, 2025, for the provision of information technology advisory services in an amount not to exceed \$642,242; and

- b. Accept non-standard provisions in the Service Agreement as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary to implement the Agreement; and
- d. Authorize the Chief Information Officer, or his designee, to execute up to two (2) future amendments, subject to County Counsel review, to extend services by one (1) year per amendment and to allow for ten percent (10%) annual increase per year provided the amendments do not significantly change the terms of the Agreement, including non-standard terms approved by the Board.

Attachments: Board Report

Gartner Service Agreement

County of Ventura Contract #7914

Amendment No. 1
Amendment No. 2
Amendment No. 3

22. Adopt a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary ranges of the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications as indicated in Attachment A;

b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

Attachments: Board Report

Attachment A
Resolution

23. Adopt Resolution to:

a. Amend the Personnel Policies and Practices Resolution No. 98-394 to modify Section A.9.1.2 Standby to add the Cardiac Sonographer Per Diem classification to the list of classifications in the Diagnostic Imaging Department who receive standby pay; and

b. Authorize the Human Resources Department and Auditor Controller's Office to implement the changes.

Attachments: Board Report

Resolution

Attachment A - PPPR Revisions (1)

24. Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: Tuesday, September 13, 2022.

Attachments: DRAFT BOS Minutes 9-13-2022 Added 9-16-2022

24. Approve an amendment to the South Salinas Valley Broadband Authority Joint Powers Agreement to

1 facilitate the Authority's ability to execute a contract with the Golden State Connect Authority.

ADDED VIA ADDENDA

Attachments: Board Report

SSVBA Amendment-Aug 2022 DRAFT

Public Works, Facilities and Parks

25. Approve and authorize the Monterey County Laguna Seca Representative to:

a. Execute Amendment No. 1 to the Standard Agreement with Star Sanitation, LLC to continue to provide fence rental and services for WeatherTech® Raceway at Laguna Seca, Request for Proposals #10715, to update the provisions and increase the not-to-exceed Agreement amount by \$85,000, for a total amount not to exceed of \$185,000, with no change to the term of March 28, 2019 through March 27, 2024; and

b. Execute future amendments to the Agreement where the total amendments do not exceed ten percent (10%), or \$18,500, of the total agreement amount and do not significantly alter the scope of work, subject to County Counsel approval.

Attachments: Board Report

Attachment A-RFP #10715

Attachment B-SA w Star Sanitation, LLC

Attachment C-Amendment No. 1 to SA with Star Sanitation

Attachment D-Summary of SA Annual Expenditures and Balance

<u>072022</u>

26. Approve and Authorize the Public Works, Facilities, and Parks Director to execute an Agreement for a Temporary Construction Easement between the County of Monterey and Melanie S. Wong, Successor Trustee of the William H. Wong and Ruth J. Wong Trust and Lancelot L. Dong, Co-Manager of Dong Family Enterprises, LLC, doing business as Sanborn Medical Center, Property Owner(s) at 323 N. Sanborn, California, also referenced as Assessor's Parcel Number 004-601-027, for a Temporary Construction Easement for the construction of the 331 Sanborn Alisal Integrated Health Center, Project No. 1701.

Attachments: Board Report

Attachment A – Location Map

<u>Attachment B – Proposed Conceptual Drawing & Plan</u> Attachment C – Temp Construction Easement Agreement

27. Adopt a Resolution to:

a. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 -

Appropriation Unit PFP004 to reallocate one (1) Civil Engineer to one (1) Capital Improvement Manager as indicated in Attachment A;

b. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 - Appropriation Unit PFP004 to reallocate one (1) Assistant Engineer to one (1) Engineering Technician as indicated in Attachment A; and

c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the Fiscal Year (FY) 2022-23 Adopted Budget.

Attachments: Board Report

Attachment A – Position Reallocations Summary

Attachment B – Resolution

<u>Attachment B – Resolution (WORD)</u>

ADDENDA

28. Addenda/Supplemental

Attachment Added

24. Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: Tuesday, September 13, 2022.

Added Under General Government - Consent

24.1. Approve an amendment to the South Salinas Valley Broadband Authority Joint Powers Agreement to facilitate the Authority's ability to execute a contract with the Golden State Connect Authority.



Item No.1

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

September 20, 2022

Board Report

Legistar File Number: CS 22-036

Introduced:9/12/2022Current Status:Agenda ReadyVersion:1Matter Type:Closed Session

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, S and X
- (3) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado Employee Organization(s): Units F, H, J, K, R, S and X
- (4) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado Employee Organization(s): Units F and J
- (5) Designated representatives: Irma Ramirez-Bough and Ariana Hurtado Employee Organization(s): Units F, H, J, K, R, S, X, Z, ZX and U
- b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
- (1) Rosa Quintero (Workers' Compensation Appeals Board No. ADJ11048989)
- (2) Rosa Quintero (Workers' Compensation Appeals Board No. ADJ11048990)
- (3) Rosa Quintero (Workers' Compensation Appeals Board No. ADJ7928315)
- (4) Nacimiento Regional Water Management Advisory Committee v. Monterey County Water Resources Agency, et al. (San Luis Obispo County Superior Court Case No. 19CVP-0010)
- (5) SEIU Local 521 v. County of Monterey, et al. (State of California Public Employment Relations Board Case No. SF-CE-1961-M)
- c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.
- d. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding discipline, dismissal, or release of a public employee.



Item No.2

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

September 20, 2022

Board Report

Legistar File Number: CR 22-128

Introduced: 9/13/2022 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution Designating National Day of Remembrance for Murder Victims on September 25th, 2022 in Monterey County. (Supervisor Adams)

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

Resolution No. 22	
Adopt a resolution Designating National Day)	
of Remembrance for Murder Victims on September)	
25 th , 2022 in Monterey County)

WHEREAS, there were over 19,600 homicides in the United States in 2021; and

WHEREAS, the devastating impact of murder in America has far-reaching effects on individuals, families, communities and our nation as a whole; and

WHEREAS, the families of murder victims are faced with immediate, short-term and lasting consequences that have a profound effect on them - emotionally, financially, physically, and spiritually; and

WHEREAS, the criminal and juvenile justice systems in America, and our society as a whole, must continue to commit their energies to arresting and prosecuting murderers, and to providing information, supportive services, and assistance to the survivors of homicide victims to exercise their rights under law; and

WHEREAS, the National Organization of Parents Of Murdered Children has, since 1978, provided vision and leadership to our nation to help identify and address the needs of families and friends of murder victims; and

WHEREAS, since 2010, the Monterey County Chapter of Parents Of Murdered Children has provided support and services to families of murder victims, and has worked toward justice and societal reforms that recognize and respect the rights and needs of families of murder victims; and

WHEREAS, September 25th marks the 24th Annual Commemoration of America's National Day of Remembrance for Murder Victims; and

WHEREAS, on September 25th, our nation will join together to remember and pay respect to the hundreds of thousands of people who have been murdered in America.

THEREFORE, BE IT RESOLVED that the Monterey County Board of Supervisors declares September 25, 2022, to be Monterey County Day of Remembrance for Murder Victims, and honors murder victims and their families and those who assist them on this special day;

AND BE IT FURTHER RESOLVED that the Monterey County Board of Supervisors recognizes and honors the outstanding efforts of the Monterey County Chapter of Parents Of Murdered Children to provide ongoing support and services to families and friends of murder victims;

AND BE IT FURTHER RESOLVED that a suitably prepared copy of this Proclamation be presented to Angie Ortega, Director of Monterey County Parents of Murdered Children on September, 2022
PASSED AND ADOPTED this th day of September, 2022, upon motion of Supervisor, seconded by Supervisor, and carried by the following vote, to-wit:
AYES:
NOES:
ABSENT:



Item No.3

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

September 20, 2022

Board Report

Legistar File Number: CR 22-113

Introduced: 8/22/2022 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution in honor and recognition of Judge Robert O'Farrell for his dedicated service to 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 in honor and recognition of **Judge Robert O'Farrell** for his dedicated service to the County of Monterey

WHEREAS, Judge O'Farrell served as a full-time judge for 35 years before retiring in 2009, the longest tenure ever by a judge in Monterey County; and

WHEREAS, Judge O'Farrell served as a judge in the historic Castroville-Pajaro Justice Court for one year, the Salinas Municipal Court for six years, and 28 years as a Superior Court Judge; and

WHEREAS, Judge O'Farrell was assigned by California's Chief Justice, on multiple occasions, for temporary service to the California Court of Appeal, Sixth District, in San Jose; and

WHEREAS, Judge O'Farrell has volunteered in the community for many years of service as a 4-H leader, a high school Mock Trial Judge and as a member and president of the Palma High School Board of Directors; and

WHEREAS, Judge O'Farrell has been married to Maria for 48 years and is the father of four children and six grandchildren; and

WHEREAS, since retiring in 2009, Judge O'Farrell has served the past 13 years assisting courts throughout the State of California, through the State Judicial Council's Assigned Judges Program.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors of Monterey County, on behalf of the County and all residents thereof, does hereby acknowledges, commends and thanks **Judge Robert O'Farrell** for his contributions to the Monterey County legal community and beyond and wishes him much happiness and success in his future endeavors.

PASSED AND ADOPTED on this day of September, 2022 upon motion of Supervisor
, seconded by Supervisor by the following vote, to-
wit:
. 1770
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	



Item No.4

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

September 20, 2022

Board Report

Legistar File Number: CR 22-122

Introduced: 9/1/2022 Current Status: Ceremonial Resolution

Version: 1 Matter Type: Ceremonial Resolution

Adopt a resolution Commending Sergeant Erika Gabriela Barrera upon her retirement from thirty-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 **Sergeant Erika Gabriela Barrera** upon her retirement from thirty-two years of public service with the Monterey County Sheriff's Office

WHEREAS, Sergeant Barrera was born in Mexico City, Mexico under the birth name of Erika Gabriela Barrera; she came to Salinas in 1970 at the age of three with her parents and her brother, graduating from Salinas High School in 1985 and subsequently completed several college courses at Monterey Peninsula College and Hartnell College; and

WHEREAS, Sergeant Barrera was sworn in by Sheriff Bud Cook in 1989; over her career, Sergeant Barrera served under six Monterey County Sheriffs: Bud Cook, Norm Hicks, Gordon Sonne, Mike Kanalakis, Scott Miller, and Steve Bernal; and

WHEREAS, Sergeant Barrera demonstrated excellent performance during her tour of duty at the Monterey County Sheriff's Office where she held the positions of Correctional Aid I (1989), Sheriff's Records Clerk (1994), Senior Corrections Specialist (1996), Deputy Sheriff (1998), Transportation Deputy (1999), Facility Training Officer (2002), and Sheriff's Sergeant (2008); and

WHEREAS, Sergeant Barrera began her career in law enforcement as a Campus Security Officer at Hartnell College one and a half years before her employment at the Sheriff's Office; as a result of her hard work and dedication, she either met or exceeded standards on numerous performance evaluations at the Sheriff's Office; and

WHEREAS, Sergeant Barrera held collateral assignments on the Honor Guard and as a Peer Counselor since the inception of those programs receiving many accolades for her service; she also served as an advisor for the Sheriff's Explorer Program for many years, earning much respect and appreciation from the youth and the community she served; and

WHEREAS, Sergeant Barrera received several letters of appreciation for assisting other Sheriff's Office units, such as MADCAT, Coroner's Division, Narcotics Unit, Homicide Unit, and Patrol, for her Spanish interpreting skills during their investigations; and

WHEREAS, Sergeant Barrera, is the mother of 27-year-old Anthony Kaye and 21-year-old Amanda Kaye and plans to enjoy her retirement by traveling as much as possible and eventually moving out of state.

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 Sergeant

Erika Gabriela Barrera for her thirty-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 happiness in all her future endeavors an		
PASSED AND ADOPTED this	day of	, 2022, by the following vote
to wit:		
AYES:		
NOES:		
ABSENT:		
I, Valeria Ralph, Clerk of the Board of Shereby certify that the foregoing is a traduly made and entered in the minute	ue copy of an origin	nal order of said Board of Supervisors
	Valerie Ralph	, Clerk of the Board of Supervisors
	County of Mo	nterey, State of California.
	Ry	
	By	Deputy
		1 /



Monterey County

Item No.5

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

September 20, 2022

Current Status: Agenda Ready

Matter Type: Other Board Matters

Board Report

Legistar File Number: OBM 22-124

Introduced: 9/12/2022

Version: 1

See Supplemental Sheet

Page 1

Printed on 9/16/2022



Item No.6

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

September 20, 2022

Board Report

Legistar File Number: OBM 22-125

Introduced: 9/12/2022 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.



Item No.7

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

September 20, 2022

Board Report

Legistar File Number: 22-850

Introduced: 9/7/2022 Current Status: General Government -

Consent

Version: 1 Matter Type: General Agenda Item

Adopt Resolution to:

Confirm the appointment of Mr. Douglas Southard as Interim Deputy Director of Social Services.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution confirming the appointment of Mr. Douglas Southard as Interim Deputy Director of Social Services.

SUMMARY/DISCUSSION:

The recent vacancy of the Deputy Director of Social Services of Family and Children Services has left a critical vacancy in the department. The Director of Social Services has identified a highly qualified professional to fill the position on an interim basis pending recruitment for the permanent position. Mr. Southard has approximately 30 years of work experience in the field of Social Services. Mr. Southard served as the Regional Manager for the Department of Health and Human Services, Children's Bureau in Washington, DC. In addition, Mr. Southard held many positions with the County of Santa Clara, most notably, the position of Children's Shelter Director, Department of Family and Children's Services where he served in that capacity for nine years. Mr. Southard is a retired annuitant with California Public Employees Retirement System (CalPERS).

A key assignment of the Interim Deputy Director of Social Services will provide administrative leadership, and oversight of the Family and Children Services Division. In addition, he will perform other duties as assigned by the Director of Social Services.

California Government Code 21221(h) governs the conditions under which retired annuitants with the California Public Employees Retirement System (CalPERS) may be employed by CalPERS contracted agencies such as the County. With respect to interim positions, such as interim department heads, CalPERS requires that such appointments be made only in circumstances where there is a recruitment that will be conducted to fill the vacancy. The appointment also needs to be accompanied with a resolution containing certain information about the nature of the appointment, including the position, limit on hourly pay, limit on hours worked (up to 960 per FY), that a valid recruitment is being conducted, and other information. The attached resolution addresses requirements of the Government Code.

In conclusion, approval is requested to confirm the appointment of Mr. Douglas Southard as Interim Deputy Director of Social Services.

OTHER AGENCY INVOLVEMENT:

The Department of Social Services, the County Administrative Officer, and the Human Resources Department has reviewed and concurs with the recommendation.

FINANCING:

There is no negative impact to the general fund as a result of this action. The Deputy Director of Social Services is budgeted for Fiscal Year 2022-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Economic Development	
\underline{X} Administration	
Health & Human Services	
Infrastructure	
Public Safety	

Prepared by: Jaqueline Flores, Management Analyst, 755-5202

Approved by: Irma Ramirez-Bough, Director of Human Resources, 755-5043

Approved by: Lori Medina, Director of Social Services, 755-4434

Attachments: Board Report

Resolution



Item No.

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

September 20, 2022

Board Report

Legistar File Number: 22-850

Introduced: 9/7/2022 Current Status: Agenda Ready

Version: 1 Matter Type: General Agenda Item

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SUMMARY/DISCUSSION:

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In conclusion, approval is requested to confirm the appointment of Mr. Douglas Southard as Interim Deputy Director of Social Services.

Legistar File Number: 22-850

OTHER AGENCY INVOLVEMENT:

The Department of Social Services, the County Administrative Officer, and the Human Resources Department has reviewed and concurs with the recommendation.

FINANCING:

There is no negative impact to the general fund as a result of this action. The Deputy Director of Social Services is budgeted for Fiscal Year 2022-23.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Economic De	velopment
X Administratio	n
Health & Hur	nan Services
Infrastructure	
Public Safety	
Approved by: In	Jueline Flores, Management Analyst, 755-5202 Jaqueline Flores, Management Analyst, 755-5202 Jaqueline Flores, Medel Joseph Goods Flores Medel Joseph Glores Medel Joseph Goods Flores Medel Joseph Goods Flo
Attachments:	Board Report
	Resolution

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

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Confirming the appointment of Mr. Douglas)
Southard as Interim Deputy Director of)
Social Services.)

WHEREAS, the County of Monterey has a vacancy in the position of Deputy Director of Social Services; and

WHEREAS, the County of Monterey is in the process of conducting a recruitment to fill that position; and

WHEREAS, there is a business need to fill the position on an interim basis with a qualified person until the position is permanently filled; and

WHEREAS, the Director of Social Services has identified a highly qualified professional who has specialized skills, background, and qualifications to fill the interim position; and

WHEREAS, the individual was hired as the Regional Manager for the Department of Health and Human Services, Children's Bureau in Washington, DC; and

WHEREAS, the individual is a retired annuitant with the California Public Employees Retirement System (CalPERS); and

WHEREAS, Mr. Southard has approximately 30 years of work experience in the field of Social Services, including the position of Children's Shelter Director, Department of Family and Children's Services with the County of Santa Clara where he served nine years; and

WHEREAS, pursuant to Government Code 21221(h), which governs appointment of CalPERS annuitants to vacant position in CalPERS contracted agencies, the appointment of Mr. Southard is temporary and limited to 960 hours in Fiscal Year 2022- 2023; a bona fide recruitment to fill the position permanently is being undertaken; his compensation is within the posted salary range of the vacant position; the monthly compensation of \$14,824 is paid on an hourly basis of \$85.525; and, there are no other benefits included in the compensation; and

WHEREAS, Mr. Southard understands and agrees that this appointment is "at-will" and that the employment may be terminated at any time without cause; and

WHEREAS, Mr. Southard agrees that he will not work with any other CalPERS agency at any time that he is employed in this assignment to preclude the possibility that the 960 hours worked limit could be inadvertently exceeded; and

WHEREAS, the Director of Social Services, acting within her capacity to appoint the Deputy Director of Social Services, appointed Mr. Southard to commence work in this capacity effective September 24, 2022; and

WHEREAS, pursuant to State law, the confirmation of this appointment by the Board of Supervisors is required; NOW, THEREFORE,

PASSED AND ADOPTI to-wit:	ED on this	day of		_, 2022, by the fol	llowing vote,
AYES: NOES:					
ABSENT:					
I, Valerie Ralph, Clerk o California, hereby certify Supervisors duly made a 	that the foreg	going is a true co	opy of an or	iginal order of said	d Board of
Dated:		Valerie Ralph, Cl County of Monte		Board of Supervisor California	ors
	F	3y	, De	outy	

BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey that the appointment of Mr. Douglas Southard to the position of Interim Deputy Director of Social Services is hereby confirmed.



Item No.8

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

September 20, 2022

Board Report

Legistar File Number: WRAG 22-154

Introduced: 9/13/2022 Current Status: Agenda Ready

Version: 1 Matter Type: WR General Agenda

Hold a regional water forum to provide an overview of current efforts regarding water management and sustainability, and to initiate a comprehensive discussion on regional water supplies and solutions in northern Monterey County.

RECOMMENDATION:

It is recommended that the Monterey County Board of Supervisors:

Hold a regional water forum to provide an overview of current efforts regarding water management and sustainability, and to initiate a comprehensive discussion on regional water supplies and solutions in northern Monterey County.

SUMMARY/DISCUSSION:

On September 28, 2021, the Board added Supervisor Mary Adam's Referral No. 2021.18 (Revised) to the Monterey County Board of Supervisor's referral matrix that resulted in this regional water forum to provide a more in- depth analysis of how the regional water picture, across subbasins, is now influenced by the Sustainable Groundwater Management Act's required outcomes. The goal of the forum is to provide an overview of current efforts regarding water management and sustainability, and to initiate comprehensive discussions on regional water supply issues and solutions. An understanding of the larger regional water picture is important to forge a consensus approach for water agencies and County leaders.

The first Regional Water Forum, held in March, provided a clear picture of how the regional water picture is now influenced by the Sustainable Groundwater Management Act's required outcomes, particularly in over drafted subbasins. The staffs of the Monterey County Water Resources Agency (MCWRA), the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA), Monterey One Water (M1W), and the Marina Coast Water District/Groundwater Sustainability Agency (MCWD) collaborated on a presentation that focused on the 180/400 Foot Aquifer, Monterey, Langley and Eastside Subbasins.

The second forum will continue to focus on a broad understanding of what is needed for the future of water security in Monterey County, including developing drought-proof water supplies, implementing the Sustainable Groundwater Management Act, complying with State and Federal directives, and developing innovative partnerships and forward-thinking water management opportunities. Staff from the Monterey County Water Resources Agency (MCWRA) and the Salinas Valley Basin Groundwater Sustainability Agency (SVBGSA) will provide a high-level overview presentation of a portfolio of proposed regional projects and management actions that may be implemented to achieve these goals.

Following the presentation, Chair Adams has extended an invitation for input from our federal and

state elected officials to share their perspective on federal and state funding and resources that may be available to support regional solutions to our water supply needs.

After comments from federal and state elected official, representatives from our special district water agencies and regulated utilities have been invited to make comments on the following questions:

- What are the water supply needs and conditions facing your agency?
- What role do you see for your agency in implementing regional projects or management actions?
- Where do you see progress towards regional solutions in the next five years?
- What are the biggest challenges to getting there?
- What do you recommend as next steps?

This invitation to speak on these questions was sent to the following water agencies and the regulated utilities in Monterey County:

- Monterey County Water Resources Agency
- Salinas Valley Groundwater Sustainability Agency
- Monterey One Water
- Monterey Peninsula Water Management District
- Marina Coast Water District/MCWD Groundwater Sustainability Agency
- Castroville Community Services District
- Seaside Groundwater Basin Watermaster
- Arroyo Seca Groundwater Sustainability Agency
- California Water Service
- California American Water
- Alco Water Service

Public comments will be received and are also encouraged to address the Board on how to move forward with regional projects and management actions. A third session will be held in December to further address questions and discussion from the first two sessions and to give the Board of Supervisors opportunity to provide direction on potential follow up actions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This meeting will support the Board of Supervisors Strategic Initiatives by identifying opportunities to enhance critical water infrastructure systems that serve Monterey County residents and industries.

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development
Administration
Health & Human Services
_X_Infrastructure
Public Safety

Prepared by:			
	Brent Buche, General Manager,	WRA	755-4860

Attachments:

- 1. Board Referral No. 2021.18
- 2. Regional Water Forum Presentation #2



Item No.8

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

September 20, 2022

Board Report

Legistar File Number: WRAG 22-154

Introduced: 9/13/2022 Current Status: Agenda Ready

Version: 1 Matter Type: WR General Agenda

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- California American Water
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This meeting will support the Board of Supervisors Strategic Initiatives by identifying opportunities to enhance critical water infrastructure systems that serve Monterey County residents and industries.

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development
Administration
Health & Human Services
_X_Infrastructure
Public Safety

Legistar File Number: WRAG 22-154

Prepared by:

Brent Buche, General Manager, WRA 755-4860

Attachments:

1. Board Referral No. 2021.18

2. Regional Water Forum Presentation #2

Monterey County Board of Supervisors Referral Submittal Form

Referral No. 2021.18 (REVISED) **Assignment Date: 9/28/21** (Completed by CAO's Office)

District #: 5

SUBMITTAL - Completed by referring Board office and returned to CAO no later than noon on Thursday prior to Board meeting Date: 9-22-21 Submitted By: Supervisor Adams

Referral Title: Board Workshop to Review Regional War	ter Issues and Potential Solutions
Referral Purpose: To initiate a comprehensive discussion	on regional scale water issues and potential solutions in
Monterey County.	
Brief Referral Description (attach additional sheet as requ	uired):
The Board of Supervisors represents Monterey County in	n various settings, as the Board of Supervisors of the
Monterey County Water Resources Agency (MCWRA),	and individually at several water related agencies
including SVBGSA, Monterey One Water, Seaside Grou	
Peninsula Water Management District. There are addition	
that operate water systems. To achieve new regional water	
among the Supervisors, the agencies they participate in, a	and a collaborative approach with the involvement of
numerous stakeholders.	
Montanay County for an anatom and the immediate	
Monterey County faces water supply issues and constrain intrusion, lowering groundwater levels and overdraft con	
Groundwater Sustainability Agency (SVBGSA) subbasin	· · · · · · · · · · · · · · · · · · ·
recently developed Groundwater Sustainability Plans tha	
discussion by the Board of Supervisors. While much of I	<u> </u>
River, the Seaside Groundwater Basin, and other water p	
these supplies and is part of the SVBGSA Monterey Sub	
area to participate in regional projects in the future.	-
The Board of Supervisors of the MCWRA is an appropri	
and stakeholders. This referral is for the Board of Superv	1 0
with the MCWRA Board of Directors, the SVBGSA Board	
GSA Board for the water agencies' leadership to provide	
consideration by the MCWRA, SVBGSA and MCWD G	
industry representatives, landowners and other stakehold potential interest in participating in regional solutions sho	
potential interest in participating in regional solutions sile	ould be invited.
The goal of this workshop is to gain a common understar	nding of water supply constraints countywide and in the
greater region, to provide better context for other potential	
options for water project development, as well as roles an	
and to define a path forward on potential regional project	
Classification - Implication	Mode of Response
☐ Ministerial / Minor	☐ Memo ☐ Board Report √ Presentation
☐ Land Use Policy	Requested Response Timeline
☐ Social Policy	\Box 2 weeks \Box 1 month \Box 6 weeks
□ Budget Policy	☐ Status reports until completed
.1 0.1	\(\sigma \) Status reports until completed
√ Other:	$\sqrt{\text{Other: Hold special meeting within 60 days}}$

ASSIGNMENT - Provided by CAO at Board Meeting. Copied to Board Offices and Department Head(s)

39

Completed by CAO's Office:

Department(s): Water Resources Agency	Referral	Lead: Brent B	uche	Board Date: 9/28/21
REASSIGNMENT – Provided by CAC	D. Copied to	Board Office	es and Departm	ent Head(s). Completed by
CAO's Office:				<u>, </u>
Department(s):	Referral	Lead:		Date:
ANALYSIS - Completed by Departmen	nt and copic	ed to Board O	ffices and CAO	:
Department analysis of resources required	d/impact on	existing depart	ment priorities to	o complete referral:
Analysis Completed By:		Departm	ent's Recomme	nded Response Timeline
		□ By reque	sted date	
		□ 2 weeks	\Box 1 month	\Box 6 weeks \Box 6 months
Date:		- 1	- O.1 /O :0	
	l	⊔ I year	☐ Other/Specif	ic Date:
		□ I year	Uther/Specif	ic Date:
REFERRAL RESPONSE/COMPLET	ION - Provi			
	ION - Provi Board Item	ded by Depar		Offices and CAO:

Note: Please cc Karina Bokanovich, Rocio Quezada and Maegan Ruiz-Ignacio on <u>all CAO correspondence</u> relating to referrals.

MONTEREY COUNTY
BOARD OF
SUPERVISORS

Monterey County Water Future – First Steps toward a 21st Century Water System

Regional Water Forum Themes

Existing Work Underway – We are Problem-Solving Now March 15, 2022

Importance of a Water Secure Future
September 20, 2022

How do we Complete Our 21st Century Water System Scheduled for December 13, 2022

MONTEREY COUNTY BOARD OF SUPERVISORS MEETING SEPTEMBER 20, 2022

Agenda Regional Water Forum #2

- Welcome, Introductions, and Opening Remarks
- Presentation
- Federal and State Perspectives
- Special District and Regulated
 Utility Perspectives
- Public Comment

Water is the lifeblood of our communities in Monterey County

The **interdependence** of water

Water is essential to human health and central to agricultural— the future will require refining priorities

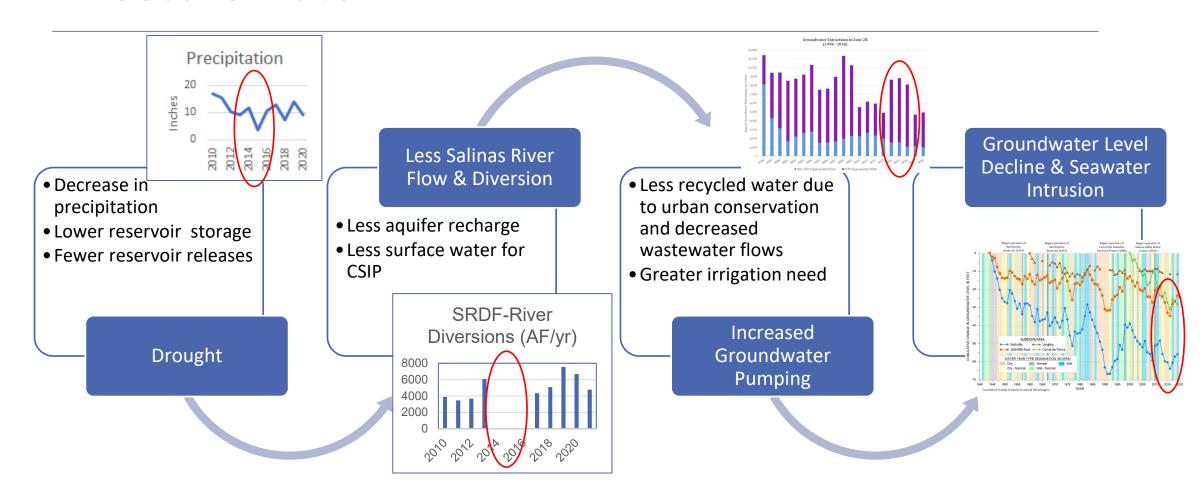
We have **relationships** with our neighbors

Further scientific understanding of our aquifers shows the **inter-relatedness of aquifers** in North County

Collaboration is required for success

Increasing demands on water and impacts from climate variability calls for a strategic, coordinated, and **urgent** approach

Climate variability calls for a coordinated approach to better understand, manage, and secure water



Challenges to Water Security

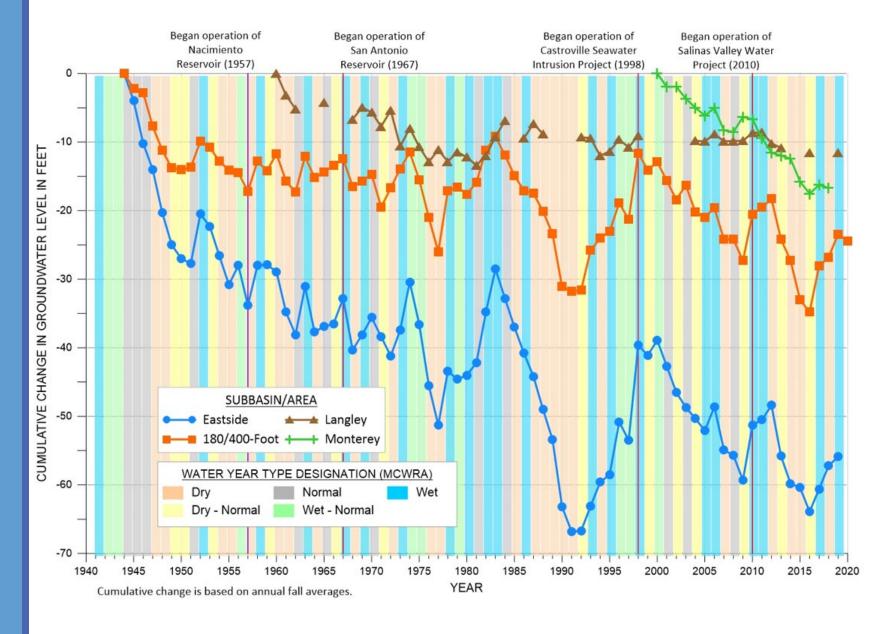
Climate change and drought test operational assumptions

Irregularity of precipitation and increased evaporation both matter

Water supply reliability & demand need to be co-assessed Plan "B" may need to be quickly developed as conditions require Supplies are interrelated

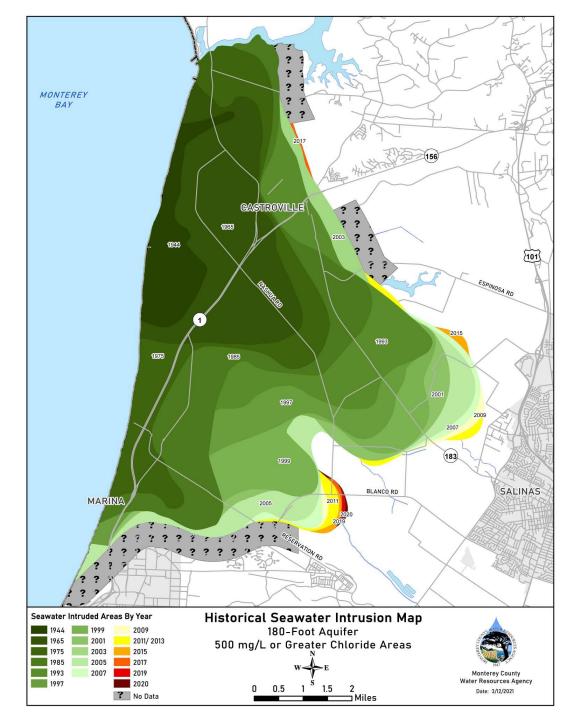
Cost of water Environmental/permitting requirements Complexity of funding projects

Current Challenges — Declining Groundwater Levels

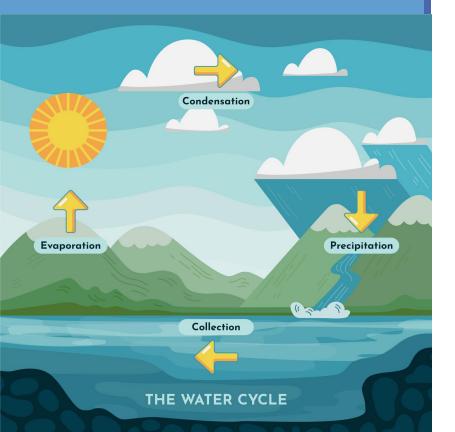


Current Challenges

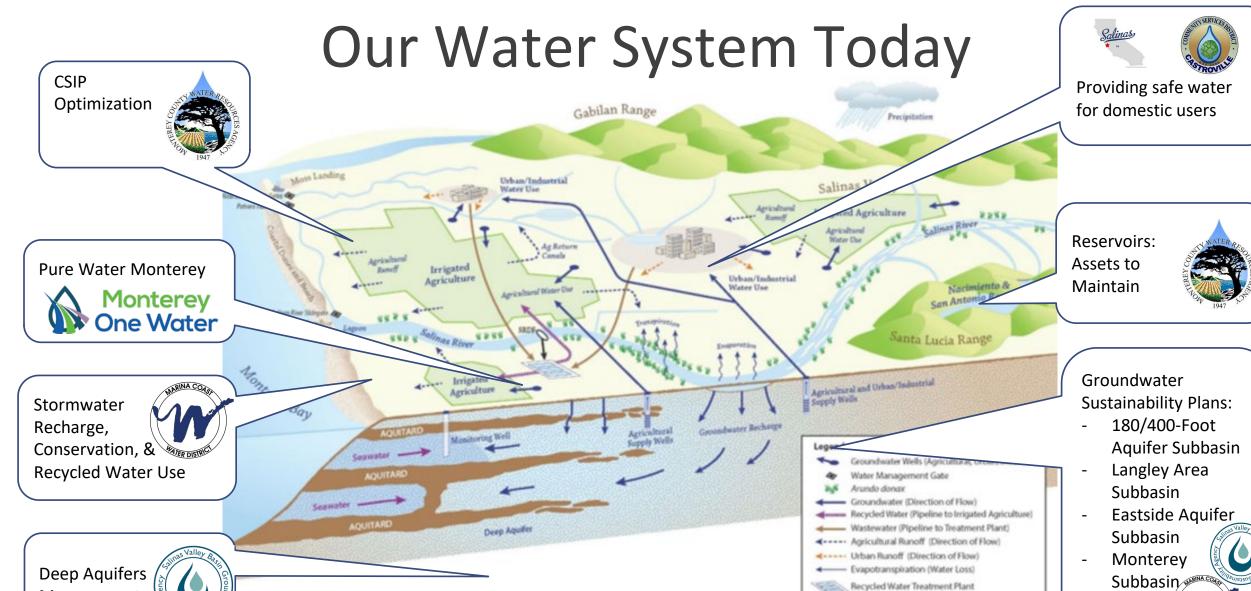
Seawater Intrusion



Future Water Security Solutions

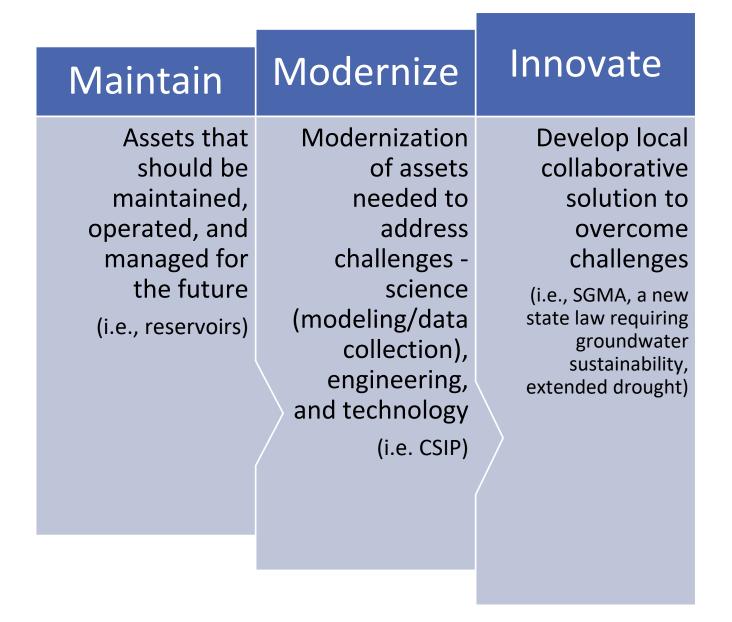


- 1. Better utilization of current supplies
 - Recycled water
 - Stormwater capture
 - Increased storage (above and below ground)
- 2. Create new supplies
 - Desalination
 - Brackish water desalting
- 3. Find ways to use less water
 - Leakage management
 - Demand management
 - Conservation
- 4. Planning for redundancy and reliability
 - Affordability
 - Fire protection
 - Emergency operations (power outages)
 - Interties

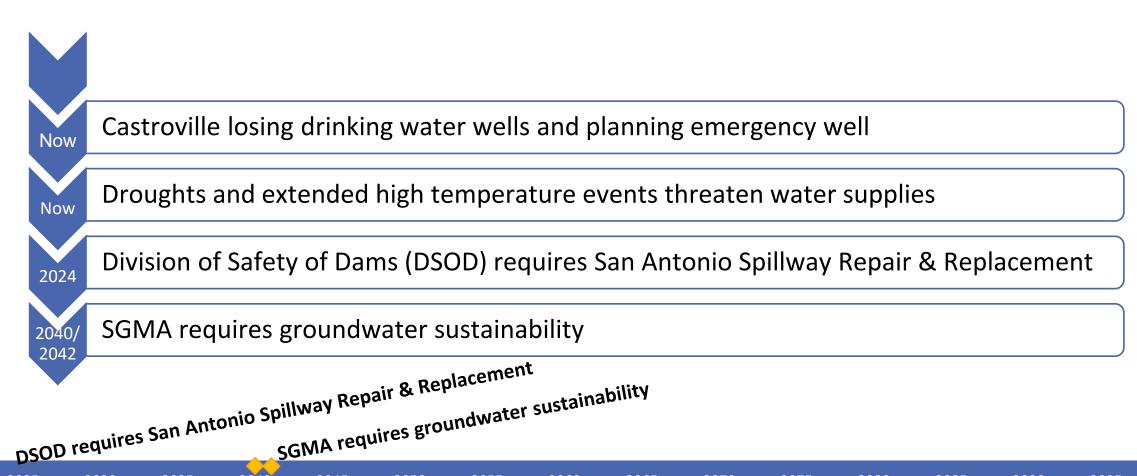


Management

Building on 75years of water infrastructure assets, we need to:



Pressing Timeline



Castroville planning emergency well Droughts threaten domestic wells

Regional Priorities - Examples

Coordination on Operations

-Water scheduling in CSIP

Impact Avoidance – surface and groundwater

- -Water Quality
- -Reduced groundwater elevations

Evaluating Feasibility – affordability, effectiveness

- -Aquifer Storage and Recovery in the 180/400
- -Brackish water desalting

Pursuing Projects

- -Nacimiento/San Antonio repairs/rehabilitation
- Pure Water Monterey

Obtaining Funding



Work Ahead:

Vision of a 21st Century Water System

Environmental benefits	Provide aquatic habitats with sufficient water
Good quality water	Have water quality suitable for urban and agricultural users
Groundwater sustainability	Fulfill groundwater regulatory requirements –SGMA
Healthy groundwater ecosystems	Groundwater dependent ecosystems and interconnected surface waters
Economic prosperity	Meet economic and social needs (housing RHNA goals, agriculture, underrepresented communities, etc.)
Climate resilient	Have a robust, resilient water system amidst climate change

Today's Board Listening Session

Federal and State Perspectives and Funding Opportunities Potential regional project partners

- Special District Water Agencies and Regulated Utilities
- Questions
 - Where do you see progress towards regional solutions in the next five years?
 - What are the biggest challenges to getting there?

Public Comments Board Comments



Monterey County

Item No.9

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

September 20, 2022

Board Report

Legistar File Number: OBM 22-127

Introduced: 9/12/2022 Current Status: Agenda Ready

Version: 1 Matter Type: Other Board Matters

County Administrative Officer Comments



Monterey County

Item No.10

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

September 20, 2022

Board Report

Legistar File Number: OBM 22-126

Introduced: 9/12/2022 Current Status: Agenda Ready

Version: 1 **Matter Type:** Other Board Matters

New Referrals

									Monterey County Board of Supervisors			
	ETIN BJEC					_	September 20, 2022 - Other Board Matters					
	PART		T.				1	County Administrative Office				
DE			Ĭ.					County / Kinminstrative office				
Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	ltern	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 October 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. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project.	Postponed		
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	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		

Item #	Brd Rfl #	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	ltem	Report	Status
6	2018.28		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	Alejo	PWFP/IGLA		Ishii/Chiulos	12/10/2019	State Funding for the Historic Old Monterey County Jail	A presentation of options for the disposition of the Old Jail was provided on September 10, 2019. The Board identified specific options and authorized Supervisor Alejo to pursue state funding match (\$10M) in the 2020 State Budget, which will be determined by June 2020. Meanwhile, RMA has coordinated with City staff on their Lincoln Avenue Corridor Master Plan efforts that includes an option for potential reuse of the old jail site. Due to the pandemic the Legislature did not entertain specific budget requests, such as that for the Old Jail. On Oct. 18, 2021, the County met with Assemblymember Rivas who indicated he would submit a \$15 million 2022 State Budget request for the project. Discussions on this request are ongoing with the County's State Legislative delegation. On February 11, 2022, the Board held a Legislative Workshop and identified this request as a County priority. No funding for the project was included in the FY 22-23 State Budget. Staff continues to seek opportunities to fund the project. Ongoing updates are being provided to the Legislative Committee.	Postponed
8	2019.11	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
9	2020.06	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 EGCSD 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. Referral deemed complete by referring Supervisor on August 25, 2022.	"Complete"
10	2020.09	Lopez	CAO		Chiulos	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	Phillips & Adams	CAO/PWFP		Vega/Ishii	\approx	Consider funding options to increase the Pavement Condition Index of County roads to at least a "Fair" standard over the next ten years.	Staff has been performing research on funding options with the assistance of a financial consultant. A report was presented to the Capital Improvement Committee (CIC) meeting on September 13, 2021. Staff provided a status update to the Board on February 8, 2022. Staff is proceeding with Board direction, and coordinating with financial advisors and the Budget team to finalize details of the proposed bond approach. The Debt Advisory Committee is expected to consider the program in late September or early October with review by the Capital Improvement Committee and BOS in late October.	Pending
12	2020.22	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 evalution of outstanding referrals, on an annual basis. The referral has been reassigned to the County Administrative Office for response. Staff will provide a report to the Board in July 2022 October 2022.	Pending
13	2020.27	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	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. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project.	Pending

Item #	Brd Rfl #	Assignment Date Referred By	Lead Dept.	Sub-Depts.	Project Lead Requested Due	Item	Report	Status
16		10/18/2017 A	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. On June 7, 2022, the Board took action to combine Board Referral No. 2017.24 with 2022.16.	Combined with 2022.16
18	2021.09	5/25/2021 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 October 2022.	Pending
21	2021.14	8/24/2021 Aleio	CAO		Chiulos/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. The 2nd Board Workshop will be held on September 20, 2022.	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 October 18, 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 provide a status update to the Board on March 2022 June 2022 August 30, 2022.	Pending
29	2021.25	11/16/2021 Askew	PWFP HCD		Ishii 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 FY22-23 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. Discussions on this request are ongoing with the bargaining groups. A status update will be provided to the Board in December 2022.	Pending

Item #	œ	Assignment Date Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	ltem	Report	Status
31		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 Ordinance increasing the existing fine amount to \$1,000 was adopted by the BOS at its July 26, 2022 meeting. New signage has been installed at the north and south ends of the camping prohibition zone on existing signposts. Additional signs to be installed with Big Sur Byway Organization.	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 provide a status update to the Board on July 2022–September 13, 2022.	Pending
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 met with Velocity International representatives and will report back to the board in September 2022.	Pending
36	2022.02	1/11/2022 Askew	CAO		Chiulos/Bokanovich		Sheriff Oversight Board Formation	This referral seeks to explore formation of a Sheriff Oversight Board. Assembly Bill 1185 authorized counties to establish a sheriff oversight board to assist the board of supervisors to fulfill its duties related supervising the official conduct of all county officers, including the sheriff. An oversight board would consist of civilian residents appointed by the board of supervisors. Formation of the oversight board can be accomplished by action of the board of supervisors or through a vote of county residents. This referral requests the Board of Supervisor form such an oversight board and that staff return with a report that includes bylaws, formation resolution, and an outline of administrative capacity needed to support the oversight board. A preliminary response was provided to the Board on March 22, 2022; at which time, the Board took action to defer the item until after the new Sheriff is elected and the Board has had an opportunity to establish a relationship.	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. A Town Hall was conducted on July 27, 2022. A working group has been started, and next steps and roles are being established. CEQA and funding are also being researched and discussed.	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. On July 26, 2022 the BOS adopted a resolution for daytime parking prohibition. Installation of signage has been completed. Referral deemed complete by referring Supervisor on September 13, 2022.	"Complete"
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		Bernal 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 present to the Board on October 25, 2022.	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. Referral deemed complete by referring Supervisor on September 8, 2022.	"Complete"
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		Chiulos/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. Continued update will be provided to the Legislative Committee. Referral deemed complete by referring Supervisor on September 13, 2022.	Complete
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. Referral deemed complete by referring Supervisor on July 23, 2022 .	Complete
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. The 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		Chiulos/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 PWFP		Keating/Woods Ishii		Completion of the Monterey County Juvenile Hall	This referral requests for the Monterey County Probation and other county staff to pursue state grant funding to complete the unfinished phase of the Juvenile Hall. 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. This item was reassigned to PWFP on September 8, 2022. Public Works and Facilities is managing the proposal phase with a contracted vendor. Probation has also received \$2.1 million from the State for the improvement of juvenile facilities.	Pending

ltem #	Brd Rfl #	Assignment Date Referred By	Lead Dept.	Sub-Depts.	Project Lead	Requested Due	ltem	Report	Status
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. A preliminary analysis will be presented to the Board on September 27, 2022.	Pending
52	2022.18	8/23/2022 Aleio-Askew	Se		Medina			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. A preliminary analysis will be presented to the Board on September 20, 2022.	Pending
53	2022.19	9/20/2022 Lopez	CAO		Vaughn		S	This referral requests that staff determine the possibility of the County of Monterey joining the Salinas Valley, Monterey Peninsula, and King City Chambers of Commerce.	"NEW - Pending Approval on 9/20/22"
								Completed by Executive Assistant on September 14, 2022	

Monterey County Board of Supervisors Referral Submittal Form

Referral No. 2022.19 Assignment Date: 09/20/22 (Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than <u>noon</u> on Thursday prior to Board meeting:

Thursday prior to Board meeting:				
Date: 09/08/22 Submitted By: Sup	ervisor Lope	ez		District #: 3
Referral Title: Joining Chamber of Comm	nerce in Our	Community		
Referral Purpose: Determine the possibility Peninsula, and King City Chambers of Co		unty of Monter	ey joining the Sa	linas Valley, Monterey
	1 1	. 1		
Brief Referral Description (attach additio		- /	- 1 1 . 	
Monterey County's Mission, Values, and diversified economy and assuring financi		•	_	•
is to build a strong local economy by pro-				
chambers of commerce as a member, we				
government entities, as well as have an av				
Classification - Implication				Response
☐ Ministerial / Minor		□ Memo	X Board Rep	-
☐ Land Use Policy			Requested Res	ponse Timeline
☐ Social Policy		□ 2 weeks	X 1 mont	th
☐ Budget Policy		☐ Status r	eports until comp	leted
X Other: Economic Development				Specific Date:
ASSIGNMENT – Provided by CAO at Completed by CAO's Office:	Board Mee	ting. Copied t	o Board Offices	and Department Head(s)
Department(s):	Referral	Lead: Richard	Vaughn	Board Date:
CAO- Economic Development				
REASSIGNMENT – Provided by CAC CAO's Office:	O. Copied to	Board Office	s and Departme	nt Head(s). Completed by
Department(s):	Referral	Lead:		Date:
County Administrative Office	Richard '	Vaughn		09/20/22
ANALYSIS - Completed by Departme	nt and conie	d to Roard Ot	ffices and CAO:	
Department analysis of resources require				complete referral:
z spanisans unungene er recentres require		sangang arpara	P	
Analysis Completed By:		Donartma	ont's Dogommon	ded Response Timeline
Analysis Completed By.		By requester		ded Response Timenne
		• •		6 weeks □ 6 months
Date:				e Date:
REFERRAL RESPONSE/COMPLET	ION - Provid	ded by Denart	tment to Board (Offices and CAO:
	Board Item N		Referrals List D	

Note: Please cc Claudia Escalante, Karina Bokanovich, Rocio Quezada and Maegan Ruiz-Ignacio on <u>all CAO correspondence</u> relating to referrals.



Monterey County

Item No.11

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

September 20, 2022

Board Report

Legistar File Number: OBM 22-128

Introduced: 9/12/2022

Version: 1

Board Comments

Current Status: Agenda Ready

Matter Type: Other Board Matters



Monterey County

Item No.12

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

September 20, 2022

Board Report

Legistar File Number: RES 22-169

Introduced: 8/31/2022 Current Status: Natividad Medical Center -

Consent

Version: 1 Matter Type: BoS Resolution

Adopt Resolution to:

a. Amend the Natividad FY 2022-23 Adopted Budget Unit 9600-8142 - Fund 451 - Appropriation Unit NMC001 to add one (1.0) FTE allocation of Health Education Assistant as indicated in Attachment A;

b. Authorize the County Administrative Office and the Auditor-Controller 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.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

- a. Amend the Natividad FY 2022-23 Adopted Budget Unit 9600-8142 Fund 451 Appropriation Unit NMC001 to add one (1.0) FTE allocation of Health Education Assistant as indicated in Attachment A;
- b. Authorize the County Administrative Office and the Auditor-Controller 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.

SUMMARY/DISCUSSION:

The Natividad Medical Foundation has been the award recipient of a grant, Song-Brown, for our residency program that supports the employment of substance use navigators (SUNs) that educate and help Natividad patients access evidence-based treatment for substance use disorders with a focus on low-threshold access to medication for addiction treatment (MAT). SUNs conduct outreach and actively identify patients, conduct brief initial assessments, explain MAT programs and services to patients, coordinate appointments for MAT clinics, serve as a resource/coach for program participants and advocate for culture change in the hospital. This grant has been awarded to Natividad Medical Foundation for FY 22-23, June 30, 2022 through June 29, 2023 and supports the hiring of one (1.0) FTE Health Education Assistant for the limited term of July 1, 2022 (or later dependent on approval and date of hire) through June 29, 2023.

For these reasons, it is recommended that your Board approve these actions.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

Egonomia Davalanment

This action results in an annualized increase of approximately \$117,580 to Natividad Medical Center's Adopted Budget Unit 9600-8142 - Fund 451 - Appropriation Unit NMC001 which will be reimbursed through the transfer of the grant funds.

Approval of the above actions has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended actions address both the Board of Supervisors' Administration and Health & Human Services Strategic Initiatives and demonstrates NMC's commitment to meet the Board's strategic initiative of attracting, recruiting and retaining a diverse, talented work force that supports the mission of Monterey County.

Economic Development
X Administration
X Health & Human Services
Infrastructure
Public Safety
Prepared by:
Jennifer Lusk, Senior Personnel Analyst, (831) 783-2764
Approved by:
Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Dr. Charles R. Harris, Hospital Chief Executive Officer, (831) 783-2553
Attachment:
Attachment A
Resolution
1 Cooluiloii



Monterey County

Item No.

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

September 20, 2022

Current Status: Agenda Ready

Matter Type: BoS Resolution

Board Report

Legistar File Number: RES 22-169

Adopt Resolution to:

Introduced: 8/31/2022

Version: 1

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- b. Authorize the County Administrative Office and the Auditor-Controller 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.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Adopt Resolution to:

- a. Amend the Natividad FY 2022-23 Adopted Budget Unit 9600-8142 Fund 451 Appropriation Unit NMC001 to add one (1.0) FTE allocation of Health Education Assistant as indicated in Attachment A;
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SUMMARY/DISCUSSION:

The Natividad Medical Foundation has been the award recipient of a grant, Song-Brown, for our residency program that supports the employment of substance use navigators (SUNs) that educate and help Natividad patients access evidence-based treatment for substance use disorders with a focus on low-threshold access to medication for addiction treatment (MAT). SUNs conduct outreach and actively identify patients, conduct brief initial assessments, explain MAT programs and services to patients, coordinate appointments for MAT clinics, serve as a resource/coach for program participants and advocate for culture change in the hospital. This grant has been awarded to Natividad Medical Foundation for FY 22-23, June 30, 2022 through June 29, 2023 and supports the hiring of one (1.0) FTE Health Education Assistant for the limited term of July 1, 2022 (or later dependent on approval and date of hire) through June 29, 2023.

For these reasons, it is recommended that your Board approve these actions.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

This action results in an annualized increase of approximately \$117,580 to Natividad Medical Center's Adopted Budget Unit 9600-8142 - Fund 451 - Appropriation Unit NMC001 which will be reimbursed through the transfer of the grant funds.

Approval of the above actions has no impact on the General Fund.

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The recommended actions address both the Board of Supervisors' Administration and Health & Human Services Strategic Initiatives and demonstrates NMC's commitment to meet the Board's strategic initiative of attracting, recruiting and retaining a diverse, talented work force that supports the mission of Monterey County.

Economic Development
X Administration
X Health & Human Services
Infrastructure
Public Safety
Prepared by:
Jennifer Lusk, Senior Personnel Analyst, (831) 783-2764
Approved by:
Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Dr. Charles R. Harris, Hospital Chief Executive Officer, (831) 783-2553
Attachment:
Attachment A
Resolution
Charles R Harris 09/12/22
Charles R. Harris, M.D., Chief Executive Officer Date

Add 1.0 FTE Allocation of Health Education Assistant Hospital Administration Department

Budget Unit 9600-8142 - Fund 451 - Appropriation Unit NMC001

Class Code	Position Title	Position Number	Position Increase/ (Decrease)	Revised Total FTE by Title
50K19	Health Education Assistant	<mark>0007</mark>	1.0	5.0

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

Resolu	ition No.:)
Adopt a Resolution to: a) Amend the Natividad FY 2022-23 Adopted Budget Unit 9600-8142 - Fund 451 - Appropriation Unit NMC001 to add one (1.0) FTE allocation of Health Education Assistant, as indicated below; b) Authorize the County Administrative Office and the Auditor-Controller 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.))))))
progra		Natividad Medical Foundati ts the employment of substar				ncy
access BE IT 1. Th NN inc	nnt to support ing evidence- RESOLVED e Natividad F MC001 is ame licated below:	inistration Department	rts to educate e use disorder in and for th Unit 9600-81 location of H	and help Nativides; NOW, THERMAR e County of Mor 42 - Fund 451 - A fealth Education	dad patients v EFORE nterey as follo Appropriation	vith ows:
	Budget Unit 9 Class Code	600-8142 – Fund 451 – Appro Position Title	priation Unit Position Number	Position Increase/	Revised Total FTE	
	50K19	Health Education Assistant	0007	(Decrease)	by Title 5.0	1
 The County Administrative Office and the Auditor-Controller are authorized 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 thisday of, 2022, by the following vote, 						
to-wit:		OPTED on thisday of		, 2022, by t	ne following	vote,
AYES NOES ABSE	:					
hereby	certify that the	erk of the Board of Supervisor ne foregoing is a true copy of red in the minutes thereof of I	an original o	order of said Boar	rd of Supervis	

Dated:	Valerie Ralph, Clerk of the Board of Supervisors, County of Monterey, State of California
	Ву
	, Deputy



Monterey County

Item No.13

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

September 20, 2022

Board Report

Legistar File Number: A 22-495

Introduced: 9/6/2022 Current Status: Natividad Medical Center -

Consent

Version: 1 Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with UKG Inc. for human resources, payroll, and workforce management software and support services at NMC for an amount not to exceed \$1,991,920 with an agreement term of October 1, 2022 through September 30, 2027.

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%) (\$199,192) of the original cost of the agreement.

c. 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.

RECOMMENDATION:

It is recommended the Board of Supervisors:

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with UKG Inc. for human resources, payroll, and workforce management software and support services at NMC for an amount not to exceed \$1,991,920 with an agreement term of October 1, 2022 through September 30, 2027.
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- c. 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.

SUMMARY/DISCUSSION:

Natividad Medical Center currently utilizes the Kronos Timekeeper to capture time for all staff employed and to capture time worked for all contracted staff. Natividad has successfully completed implementation of Attendance Manager, Basic/Advanced Scheduler, Productivity, Leave and Human Resources (HR) modules. The implementation has enabled Natividad to have a fully integrated Human Resources Information System for timekeeping, staff scheduling, leave management & Human Resources. Additionally, the Kronos SMS (aka Quickfill) functionality has been enabled. Which

generates automatic staff notifications regarding open shifts. This will allow Natividad to staff in a more effective and timely manner without much manual intervention

This significantly reduces the inefficiencies found in the day to day management of employee transactions.

The transition to UKG Dimensions/Pro is required as the current interface will no longer be IT security supported (end of life of this platform has been announced as of end of year 2023. Without the latest security patches and monitoring from Cloud Services, it could lead to potential data breaches and leave Natividad vulnerable to cyber-attacks.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and did not approve as to payment provisions. The agreement has not been reviewed by NMC's Finance Committee and by its Board of Trustees. This agreement is being sent to Board of Supervisors without review by these legislative bodies due to urgent need for services.

FINANCING:

The cost for this agreement is \$1,991,920 of which \$459,184 is included in the Fiscal Year 2022-23 Adopted Budget. Amounts for remaining years of the agreement will be included in those budgets as appropriate.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This amendment is for a software system which improves data processing at Natividad. The use of this system directly contributes to a more efficient and effective use of resources within the organization.

Economic Development
Administration
X Health and Human Services
Infrastructure
Public Safety
Prepared by: Janine Bouyea, Assistant Administrator, 783-2701 Approved by: Charles R. Harris, Chief Executive Officer, 783-2553
Attachments:
UKG Inc. Master Services Agreement

Attachments on file with the Clerk of the Board



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-495

Introduced:9/6/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

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This amendment is for a software system which improves data processing at Natividad. The use of this system directly contributes to a more efficient and effective use of resources within the organization.

Economic Development
Administration
X Health and Human Services
Infrastructure
Public Safety
Prepared by: Janine Bouyea, Assistant Administrator, 783-2701 Approved by: Charles R. Harris, Chief Executive Officer, 783-2553
Attachments: UKG Inc. Master Services Agreement
Attachments on file with the Clerk of the Board

Charles R Harris
Charles R. Harris, M.D., Chief Executive Officer

09/07/2022 Date



Master Services Agreement

This Master Services Agreement (this "Agreement") is entered into by <u>UKG Inc.</u> ("UKG") and <u>The County of Monterey</u>, a political subdivision of the State of California (hereinafter, "the County"), on behalf of Natividad Medical Center ("Customer") effective as of September 27, 2022 ("Effective Date"). "Party(ies)" means UKG or Customer, or both of them as the context dictates.

WHEREAS, UKG is engaged in the business of providing software, support and Software as a Service ("SaaS") type services, and Customer wishes to use the Services as set forth in an Order on a subscription basis.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein and in the Exhibits, the Parties agree as follows:

1. Definitions

Affiliate - means any other person or entity which, whether directly or indirectly, Controls, is Controlled by or is under common Control with such party. "Control" means the ownership, directly or indirectly, of more than 50% of the voting shares of an entity, or otherwise the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity.

Applicable Law(s) - means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and orders which govern the Party's respective business.

Application(s) - means those UKG software application programs set forth on an Order which are made accessible for Customer to use under the terms of this Agreement and the Order.

Billing Start Date - as set forth in an Order.

Customer Data – all non-public information, including without limitation, personally identifiable information, which Customer inputs into the Applications and all intellectual property rights thereto.

Documentation - means the published online specifications for the Applications, such as user manuals and administrator guides.

Initial Term - means the initial term of the Services as identified on an Order.

Order - means an order form mutually agreed upon and signed by UKG and Customer setting forth, among other things, the offerings ordered by Customer and to be provided by UKG and the fees to be paid by Customer.

Renewal Term - means the renewal term of the Services as identified on the Order.

SaaS Services - Consist of providing the necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the SaaS Site.

SaaS Site - Location for the necessary software and hardware to provide the SaaS Services.

Services - The Applications, support and SaaS Services on a subscription basis as set forth in an Order.

Taxes - means all applicable taxes relating to the goods and services provided by UKG hereunder, including all duties and country, federal, state, provincial or local taxes (including GST or VAT if applicable) but excluding taxes on UKG's income or business privilege.

2. Billing

- 2.1 Customer agrees to pay UKG for all subscription fees, Launch fees, consulting services fees or other fees plus Taxes and UKG will invoice the fees as indicated on an Order. Unless otherwise agreed to on an Order, fees shall be invoiced as incurred. For each Order, the billing period of the fees will start as set forth in an Order and will continue for the time period indicated as the Initial Term on the Order. Customer will pay the fees on the payment terms and in the currency indicated on the Order via ACH or mail, or as otherwise set forth in an Order. Unless expressly provided in this Agreement, Customer payments are non-refundable. Unless Customer has provided UKG with valid evidence of tax-exemption, Customer is responsible for all applicable Taxes related to the Services and other items set forth on the Order.
- 2.2 All undisputed invoices and expense reimbursements are due net thirty (60) days from receipt of an invoice by Customer which Customer will review and approve such payment which such approved invoices and reimbursements will be certified for payment by the Monterey County Auditor-Controller to be due net (60) from such receipt of invoice by Customer. All disputes regarding invoices shall be made by Customer in good faith within thirty (30) days of Customer's receipt of invoice. All undisputed



invoices and expense reimbursements not paid within sixty (60) days after the date such amounts are due and payable, as set forth in the first sentence herein, shall bear interest at a rate of one percent (1%) per month.

- 2.3 UKG may utilize a script, program, sequence of instructions or functional equivalent to determine an accurate number of personnel using or having access to the Applications. The results of, and information obtained from, the electronic analysis shall be subject to the Confidential Information section outlined in this Agreement
- 2.4 UKG may increase the fees (not to exceed four percent (4%) per annum as further set forth in an Order. The increased fees will be set forth in the applicable invoice.
- 2.5 UKG will provide the Services to Customer during the entire Initial Term and each Renewal Term, as applicable, and as further set forth in the Order. Customer will pay for the Services for the entire Initial Term and each Renewal Term, as applicable, and as further set forth in the Order.
- 2.6 UKG may suspend the Services if any undisputed amount that Customer owes UKG is more than sixty (60) days overdue. UKG will provide Customer with at least ten (10) days prior written notice that the Customer's account is overdue before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will promptly restore the Services.
- 2.7 Travel and Expenses. Intentionally omitted:

3. Term, Termination and Effects of Termination

- 3.1 This Agreement commences on the Effective Date and shall continue in effect through the end of the Initial Term (defined as "commencing on the Effective Date through sixty (60) months from the Phase 1 Billing Start Date")unless terminated earlier in accordance with the terms hereof. Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice In the event the terms of a Renewal Term are not agreed upon by the Parties prior to the expiration of the Initial Term or any subsequent Renewal Term, if applicable, Customer's access and use of the Services (as defined in Section 5 Proprietary Protection and Restrictions) shall terminate immediately upon the expiration of the Initial Term or then current Renewal Term.
- 3.2 Termination. If either Party materially breaches any of its duties or obligations hereunder and such breach is not cured, within thirty (30) calendar days after written notice of the breach, which such notice shall contain reasonably sufficient detail regarding the alleged breach, then the non-breaching Party may terminate the Agreement or the applicable Order adversely affected by such breach.
- 3.3 Termination for Lack of Government Funding. Customer's payments to UKG 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 reasonably sufficient to allow for Customer's purchase of the agreed upon indicated quantity of services under this Agreement, then Customer will give sixty (60) days written notice of this fact to UKG, and the obligations of the Parties under this Agreement shall terminate promptly, or on such date thereafter, as the Customer may reasonably specify in its notice, unless in the meanwhile the Parties enter into a written amendment modifying this Agreement. Notwithstanding anything to the contrary in the foregoing sentence, Customer will use reasonable efforts to obtain all necessary funding and/or approvals for funding to meet its payment obligations hereunder.
- 3.3 Effects of Termination. Upon Customer's written request, within five (5) business days of termination of this Agreement, UKG shall provide to Customer a copy of Customer's UKG Pro Pay and People Center data in a standard structured query language "SQL" server format via secured file transfer protocol "SFTP" server or similar method.

In addition, upon expiration or termination of this Agreement for any reason, UKG shall completely destroy or erase all copies of Customer's Confidential Information in UKG's possession in any form, including but not limited to electronic, hard copy or other memory device except for (i) Customer's Confidential Information contained in any backup which shall be retained for a term of up to ninety (90) days from the date of termination, or (ii) as otherwise set forth in this Agreement or in any Order.

4. Services

The Services which may be ordered under this Agreement will be detailed in an Order. Each Order will reference this Agreement, specify the type, quantity, and price of the offerings being purchased, payment terms, and be signed by the Parties. UKG may fulfill its obligations related to certain services through its Affiliates.

5. Proprietary Protection and Restrictions

- 5.1. UKG has and shall have sole and exclusive ownership of all rights, title, and interest in the Applications and all modifications and enhancements thereof (including ownership of all trade secrets copyrights, and intellectual property rights pertaining thereto). Customer is only permitted to use the Applications, for its own employees and the employees of its Affiliates and is not permitted to provide service bureau, data processing, time sharing services or to otherwise provide payroll or human resource record keeping for third parties.
- To the extent that any third party software is provided herein, Customer agrees that it shall only use such software in conjunction with the Services. Customer acknowledges that it is prohibited from engaging in, causing, assisting or permitting, the reverse engineering, disassembly, translation, adaption or recompilation of the Services and any third party software and that MSA NL v9.21



it shall not attempt to obtain or create the source code from the object code of the Services and third party software provided to it pursuant to this Agreement, unless explicitly permitted by applicable law.

- 5.3 Customer acknowledges that it will not use the Services or any third party software for any illegal purpose or activity. Customer agrees to comply with Applicable Laws, Further, the specific record retention schedules established under Applicable Laws applicable to Customer are the responsibility of Customer and are not the responsibility of UKG or the services being provided under the Agreement. UKG has no responsibility or liability for maintaining or retaining said records for Customer.
- 5.4 UKG hereby represents and warrants to Customer that the Services will not violate the patent, copyright, or other proprietary rights of any third party.

6. Ownership and Use of UKG Intellectual Property

- 6.1 UKG materials and intellectual property in existence prior to this Agreement or created, developed or acquired during the term of this Agreement, including without limitation ideas, inventions, suggestions, Feedback or other information created as a result of UKG's efforts under this Agreement ("UKG Intellectual Property") are the sole and exclusive property of UKG.
- Customer may provide suggestions, comments or other feedback (collectively, "Feedback") to UKG. Customer grants UKG a non-exclusive, world-wide, perpetual, as-is license to use the Feedback for any purpose, including the development and exploitation of its current and future products and services. Feedback is provided entirely "as-is", without warranties of any kind. In particular, Customer does not warrant it has sufficient rights to grant the foregoing license. All use of the Feedback is at UKG's sole risk and liability. UKG shall not identify Customer as the source of the Feedback. UKG waives any and all claims, now known or later discovered, that it may have against Customer relating in any way to the Feedback.

7. Customer Data

- 7.1 Customer shall retain ownership of the entire right, title and interest in and to Customer Data. No ownership rights in such materials, data and information are transferred to UKG.
- 7.2 UKG shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data as more fully set forth in Exhibit B "Data Security and Privacy".

8. Product Support Services

- 8.1 UKG shall maintain a product-trained and knowledgeable staff capable of rendering the Services set forth in an Order. UKG will use all reasonable diligence to correct verifiable and reproducible errors when reported to UKG.
- 8.2 UKG Product Support Services include (i) customer phone, email, and online support 24 hours a day/7 days a week, (ii) a designated account manager available between normal business hours (8:30 am to 5:30 pm Customer's time zone Monday through Friday), (iii) periodic enhancements and modifications to the Applications furnished by UKG, and (iv) federal, state and local tax payroll updates.

9. Assignment

Except as set forth below, neither Party shall delegate or assign this Agreement or its rights or duties hereunder without the prior written consent of the other Party. Any purported delegation or assignment in violation of this Section will be void. Notwithstanding the above, either Party may, without the consent of the other, but with prior written notice, delegate or assign any and all of its rights and obligations hereunder to: (a) such party's Parent company or Affiliate or (b) any company that succeeds to substantially acquire all of a Party's business, provided, however that such delegee/assignee/successor as to Customer after the transfer or assignment, is not a competitor of UKG or its Affiliates e.g., a company providing human capital management services or workforce management services. In the event of delegation or assignment, as set forth in the foregoing sentence, then upon Customer's receipt of such prior written notice, communicate to UKG that Customer requires that the parties enter into an assignment and assumptions amendment thereto.

10. Force Majeure

UKG shall not be liable for any delays in the performance of any of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, fire, epidemic or pandemic of contagious disease, strike, war, riots, acts of civil or military, judicial actions, acts of God, or any other casualty or natural calamity. In the event a force majeure event preventing UKG's performance hereunder continues for a period of five (5) business days and UKG fails to implement its business continuity program, Customer may terminate this Agreement, without payment of termination fee or penalty, by providing written notice to UKG. For the avoidance of doubt, in the event UKG's performance hereunder is the subject of a force majeure event, UKG shall refund any prepaid unused Subscription Fees which will reflect the period in which performance was affected.

11. Confidential Information

11.1 Except as otherwise permitted under this Agreement, UKG and Customer will not knowingly disclose to any third party or make use of any Confidential Information during the term of this Agreement and for five (5) years thereafter, except for trade secrets which shall be held in confidence for so long as same constitutes a trade secret under Applicable Laws. For purposes of this Agreement, "Confidential Information" will mean non-public information of a Party to this Agreement, including Customer Data. In addition to the foregoing, the Parties agree to not, in any fashion, form or manner, either directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature or MSA NL v9.21



description concerning any matters relating to each other's business, including, but not limited to, the names of employees, Customer companies, its manner of operation, the nature, or descriptions of, its plans, processes or data of any other kind. Without regard to whether any or all of the foregoing matters would be confidential, the Parties hereto stipulate that as between them, the same are important, material and confidential. This Agreement shall not be deemed to prevent the disclosures of information after having received prior consent from the other Party, disclosures required by Applicable Law or a binding regulation, rule or order of a court, governmental or regulatory body having competent authority and jurisdiction over same, or disclosures to the parties' respective attorneys and accountants for legal and accounting advice. This section does not apply to information in the public domain at the time of disclosure, or which is or becomes publicly available without breach of the Agreement, or which is known to the Parties receiving it at the time of disclosure, or which is received from a third party who has not breached any agreement with the Party claiming confidentiality, or which is disclosed by the Party claiming confidentiality to third parties on a non-restricted basis. Notwithstanding anything to the contrary in this Agreement, although UKG remains responsible for the confidentiality obligations as set forth in this Agreement and for the acts of any service provider and/or subprocessor UKG retains in this regard, UKG reserves the right to have Confidential Information and/or Customer Data accessed by UKG's service providers, sub-processors and/or employees, some of whom may be outside the United States or Canada for the sole purpose of performing or upgrading services for the Customer. Confidential Information of UKG does not include information that is or becomes publicly known or available as a result of Customer's proper compliance with the California Public Records Act, except where such record or information of UKG has been marked as confidential and/or proprietary.

- 11.2 Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under this Agreement. The list of sub-processors that are currently engaged by UKG to carry out processing activities on Customer Data on behalf of Customer can be made available to Customer upon Customer's written request. Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by UKG for such purposes. The foregoing authorizations will constitute Customer's prior written consent to the subcontracting by UKG of the processing of Customer Data if such consent is required under Applicable Law.
- 11.3 At least thirty (30) days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, UKG will update the applicable list and provide Customer with a mechanism to obtain notice of that update. Customer may object, on reasonable data protection grounds, to any such new sub-processor by providing notice of such objection to UKG within ten (10) days of Customer's receipt of notification of the addition of the new sub-processor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of any such objected to new sub-processor for the processing of Customer Data or is otherwise unable to reasonably correct or remedy the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.
- 11.4 When engaging any sub-processor UKG will enter into a written agreement with the sub-processor and such written agreement with the sub-processor will require the sub-processor to (i) have appropriate technical and organizational measures to meet the requirements of applicable data protection laws, (ii) be bound to confidentiality obligations at least as restrictive as those contained in this section of this Agreement, and (iii) UKG will remain responsible for the performance of the sub-processor's processing of Customer Data and compliance with applicable data protection laws.

12. STANDARD OF CARE, LIMITED WARRANTY

- 12.1 UKG WARRANTS THAT THE SAAS SERVICES RENDERED WILL CAUSE THE APPLICATIONS TO SUBSTANTIALLY PERFORM IN ACCORDANCE WITH THE DOCUMENTATION. IN THE EVENT OF A BREACH OF THE FOREGOING WARRANTY, AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, UKG WILL MAKE ALL NECESSARY CORRECTIONS TO REMEDY SUCH BREACH WITHOUT ADDITIONAL COST TO THE CUSTOMER.
- 12.2 PROFESSIONAL SERVICES PROVIDED HEREUNDER BY UKG WILL BE PERFORMED IN A MANNER CONSISTENT WITH THE STANDARDS AND THE GENERAL CUSTOMS AND PRACTICES OF THE INDUSTRY. EXCEPT AS OTHERWISE PROVIDED FOR IN AN ORDER, CUSTOMER MUST REPORT ANY DEFICIENCIES IN THE LAUNCH OR CONSULTING SERVICES WITHIN SIXTY (60) DAYS FROM THE DATE OF COMPLETION OF SUCH LAUNCH OR CONSULTING SERVICES.
- THE WARRANTIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF, AND UKG DISCLAIMS AND CUSTOMER WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UKG FURTHER DISCLAIMS ALL WARRANTIES AND RESPONSIBILITY FOR THIRD PARTY SOFTWARE NOT EMBEDDED IN OR REQUIRED FOR THE APPLICATION TO SUBSTANTIALLY PERFORM IN ACCORDANCE WITH THE DOCUMENTATION, WHICH SHALL BE THE SOLE OBLIGATION OF THE PROVIDER OF THE THIRD-PARTY SOFTWARE. IN THE EVENT DISCLAIMER OF WARRANTY STATEMENTS ARE DISALLOWED IN THE APPLICABLE GOVERNING JURISDICTION, SUCH EXPRESS OR IMPLIED WARRANTIES SHALL BE LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD (OR THE MINIMUM PERIOD REQUIRED BY THE APPLICABLE LAW).

13. LIMITATION OF LIABILITY

13.1 NOTHING IN THIS AGREEMENT SHALL BE TAKEN TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY (A) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (B) FOR GROSS NEGLIGENCE, WILLFUL, OR CRIMINAL MISCONDUCT; (C) FOR DEATH, PERSONAL INJURY, OR TANGIBLE PROPERTY DAMAGE CAUSED BY ITS GROSS NEGLIGENCE; (D) CUSTOMER'S BREACH OF SECTION 5 (PROPRIETARY PROTECTION AND RESTRICTIONS); (E) ANY

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AMOUNTS DUE AND PAYABLE BY CUSTOMER; (F) THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 14 BELOW; OR (G) TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS NOT OTHERWISE PERMITTED BY LAW.

- 13.2 SUBJECT TO SUBSECTION 13.1 TO THIS SECTION 13 OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ON ANY CLAIMS FOR DAMAGES OR CHARGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT EXCEED THE AMOUNT OF THE SUBSCRIPTION FEE PAID BY CUSTOMER FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.
- 13.3 NOTWITHSTANDING THE FOREGOING LIMITATION FOR DIRECT DAMAGES, AS IT RELATES TO A BREACH BY UKG OF ITS CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING ITS OBLIGATIONS IN EXHIBIT B (DATA SECURITY AND PRIVACY) WHICH RESULTS IN A SECURITY INCIDENT, AS DEFINED IN SECTION 7 (DATA BREACH) OF EXHIBIT B, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL NOT EXCEED ONE MILLION DOLLARS (USD\$1,000,000.00) IN AGGREGATE.
- 13.4 EXCEPT FOR A BREACH BY CUSTOMER OF SECTION 5 (PROPRIETARY PROTECTION AND RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST REVENUES OR LOST PROFITS, OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY NATURE WHATSOEVER HOWEVER ARISING, EVEN IF SUCH PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

14. Indemnification

UKG agrees to indemnify, defend, and hold Customer harmless from and against any and all actions, liabilities, damages, losses, expenses, demands, suits, fines, or judgments, in each case arising from a third party (collectively "Claims"), including reasonable attorneys' fees, costs, and expenses relating thereto, to the extent that such Claims arise out of or relate to a claim that any Services infringe or misappropriate any patent, copyright, trade secret, trademark or other proprietary right, provided Customer notifies UKG in writing immediately upon notice of the Claim and cooperates fully in the defense of such claim. UKG shall have full and exclusive control of any such defense and settlement of the Claim. Notwithstanding the foregoing, however, the Claims described in this Section will be apportioned between UKG and Customer on a comparative fault basis to the extent that Claims result from the negligence, gross negligence or willful acts of Customer.

If the Services become or is likely to become the subject of an infringement claim, then, in addition to defending the Claim and paying any damages and reasonable attorneys' fees as required in the indemnity above, UKG shall, at its option, expense, and in its sole discretion, either (a) immediately replace or modify the Services, without loss of material functionality or performance, to make it non-infringing or (b) immediately procure for Customer the right to continue using the Services pursuant to this Agreement or (c) if UKG fails to provide one of the foregoing remedies within forty-five (45) days of notice of the claim, after using commercially reasonable efforts, this Agreement shall terminate and UKG shall refund to Customer all prepaid unused Subscription Fees for the Services.

15. Entire Agreement

- This Agreement, including the Exhibits, represents the entire understanding of the Parties with respect to its subject matter, and supersedes and extinguishes all prior oral or written communications between the Parties about its subject matter. Any Customer purchase order or similar document which may be issued with this Agreement does not modify this Agreement, and in case of conflict, this Agreement shall control. No modification of this Agreement will be effective unless it is in writing and signed by each Party.
- 15.2 In the event that any of the terms of this Agreement is, or becomes, or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 15.3 The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.
- 15.4 Each Party hereby warrants and represents to the other that such Party has the full right, power and authority to enter into this Agreement and to perform such Agreement in accordance with its terms.

16. Signatures; Counterparts.

The Parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the Parties hereby waive any objection to the contrary. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

17. Survival.

All provisions of this Agreement that by their nature are continuing will survive the termination of this Agreement, including those provisions which expressly survive termination of this Agreement shall also survive.



Intentionally omitted.

19. Governing Law

This Agreement shall be governed by and construed in accordance with the internal laws of the state of California. The prevailing Party in any such action shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing Party. Each of the Parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

20. Insurance

During the term of this Agreement, UKG shall maintain insurance coverage rated A "Excellent" by A.M. Best for the following risks in the following minimum amounts:

- Comprehensive General Liability Insurance: \$2 million aggregate; \$1 million per occurrence, including \$1 million personal injury.
- Business Auto: \$1 million combined single limit bodily injury and property damage liability.
- Umbrella: \$10 million aggregate, \$10 million per occurrence.
- Workers' Compensation: as required by statute.
- Errors and Omissions (includes Cyber Liability coverage): \$10 million aggregate, \$10 million per occurrence

UKG shall provide Customer with a certificate evidencing the above insurance coverage.

Notices will be effective when received in writing at the following addresses:

Natividad Hospital UKG Inc.

2000 Ultimate Way 1441 Constitution Boulevard

Salinas, CA 93906 Weston, FL 33326

USA Attn: General Counsel

Fax (954) 656-1006 Attn: Lawanda Janine Bouyea Email: bouyeaj@natividad.com

With copy to: County of Monterey

Address: 168 West Alisal St.

Salinas, CA 93901 Attn: County Counsel

Email:

22. Status of UKG as Independent Contractor

UKG shall devote such time and effort to the performance of the services it deems necessary to satisfactorily complete the Services. UKG shall be an independent contractor in the performance of this Agreement and shall not be deemed an employee or agent of Customer for any purpose whatsoever-

Neither Party shall have power to act as an agent of the other or bind the other in any respect.

23. Workplace

If UKG is requested by Customer to provide services on Customer's premises, Customer agrees to provide UKG personnel a safe workplace whose standards are consistent with that of its own employees. Customer also agrees to provide reasonable access to its facilities and key personnel necessary for UKG to perform the services. UKG personnel will observe all safety and other applicable rules in effect at such workplace, provided that reasonable notice of the rules has been supplied to UKG and such personnel.

24. SaaS Services

UKG will provide the SaaS Services at UKG's SaaS Site. UKG reserves the right to change the location of the SaaS Site if it deems necessary. At the SaaS Site will be the hardware and software necessary to run and support the Applications from a remote location(s). Customer acknowledges that the SaaS Services may change from time to time as is required by changes to normal business conditions. It is further understood by Customer that any changes to the SaaS Services will be applicable to all UKG's customers that are utilizing SaaS Services. UKG will make best efforts to publish such changes to the SaaS Services within a reasonable time frame to the UKG portal. In any event, UKG shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the effective date or an Order.

24.1 UKG Responsibilities

- Provide sufficient computer infrastructure, equipment, software, network bandwidth and security within the environment to allow the Customer access to the SaaS Services.
- Maintain, monitor and administer UKG's federated services infrastructure and, upon request, configure customer instances in the federation environment for UKG Pro SSO.

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- · Provide connectivity for the system administration users.
- Provide Customer with release upgrade schedule for the Applications.
- Assign roles and password protection to all system administration users identified by Customer as requiring system administration rights.
- Execute nightly maintenance procedures.
- · Maintain business continuity environment and process, which are tested annually
- Execute scheduled cumulative backup procedures (and restore as necessary)
- Maintain application recovery procedures with a recovery point objective of 4 hours (except for Workforce Ready which
 is 6 hours)
- Maintain cumulative backups pursuant to UKG's standard retention policy
- Conduct capacity planning, track application and network utilization, forecast growth and the impact on network and infrastructure and size accordingly
- Perform system maintenance and upgrades for the Applications and all third party software required to deploy the SaaS Services.
- Perform SaaS infrastructure and network infrastructure maintenance on the following schedule for the production SaaS
 Site:
 - Perform system daily maintenance from 3:00 a.m. EST to 5:00 a.m. EST not to exceed a maximum of five (5) hours per month, except for Workforce Dimensions which shall be performed Thursdays from 12:01 a.m. EST 4:00 a.m. EST and Workforce Ready which shall be performed Wednesday 12:01 a.m. EST 4:00 a.m. EST and Saturday 12:01 a.m. EST 6:00 a.m. EST and may include general release upgrades. No additional advanced notice provided.
 - NOTE: Customer may experience intermittent connectivity during these periods or may be restricted from access during these periods.
- Perform emergency maintenance, as required, when necessary. Where possible, UKG will use commercially reasonable
 efforts to provide advanced notification.
- UKG will provide Customer advanced notification of the following maintenance via the support portal.
 - Perform extended release upgrade window as required three (3) times per year on either Saturday or Sunday from 2:00 a.m. EST to 8:00 a.m. EST.
 - Perform extended system maintenance as required once per year on either Saturday or Sunday from 12:01 a.m. EST to 12:00 p.m. EST.

24.2 Customer Responsibilities

- Identify the key contacts responsible for coordinating all activities related to the launch and ongoing operation of the Services.
- Provide the necessary infrastructure and/or software capabilities, network security and directory structure to establish
 and maintain a SAML 2.0 based single sign-on solution between Customer and UKG for UKG Pro SSO, if applicable.
- Provide UKG with a list of Customer system administration users that require access to the SaaS environment.
- Maintain Customer workstations, running a supported browser.
- · Maintain Customer printer environment.
 - Note: MICR check printing requires HP compatible printers
- Maintain Internet connectivity to access SaaS Site.
- Customer shall notify UKG of events that permit changes to contractual terms, such as significant personnel growth, by
 providing UKG with thirty (30) days advanced written notice of its intention to use the Applications for the additional
 personnel so that UKG can ensure proper configuration of the Applications.
- Manage, monitor and maintain confidentiality, user security and privacy settings within the Applications for Customer's
 users, including, but not limited to, user identifications, password setup/change, account lockout frequency, enabling
 multifactor authentication, and enabling internet protocol filtering.
- Customer will be responsible to provide for the specified connectivity between the Customer's location(s) to the internet.
 Customer agrees that UKG will have no liability for and Customer will not be excused from any of its obligations under the Agreement as a result of the quality, speed or interruption of the communication lines from the Customer's location(s) to the internet.

25. Training

25.1 The training Services are included at no charge for the term of the Agreement and are as follows ("Training Services"):

Regional Classroom Training

UKG shall provide hands-on training at an UKG regional classroom training facility, pursuant to any published UKG training schedules and availability and provide a comprehensive agenda for all product training. Training will be facilitated by a trained and knowledgeable instructor. All expenses related to training the employees of Customer at a UKG regional classroom training facility, such as transportation, hotels, meals, etc., will be the responsibility of Customer.

Virtual Learning Environment Training



UKG shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

- Core team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
- Application & system administrator to prepare functional and technical super users to perform their most common tasks in the solution.

Self-Paced Training

UKG shall provide self-paced product training via the Internet.

26. Exhibits: The following Exhibits which are referred to herein and annexed hereto are incorporated into and made part of this Agreement (collectively, the "Exhibits"):

Exhibit A Service Level Agreement Exhibit B Data Security and Privacy

IN WITNESS WHEREOF, the Parties hereby confirm and agree that this Agreement is effective at the date set forth above, that the persons signing below are duly authorized to bind the Parties under this Agreement, and that all terms and conditions have been agreed to:

County of Monterey	UKG Inc.		
Signature:		Signature:	Jand Sims
Name:		Name:	Janet Sims
Title:		Title:	NL Contract Administrato
Date:		Date:	8/31/2022 10:49 PM EDT

Approved as to form.

Say South
Chief Deputy County Counsel, 8/31/2022

Exhibit A Service Level Agreement

1. Service Level for Production SaaS Services

UKG's service level objective is to make the Applications available a minimum of ninety nine and three quarters percent (99.75%) of the time as measured over any one month, not to include maintenance as set forth in Section 24.1. ("Availability").

2. UKG Customer Service Severity Level Summary

UKG uses three (3) levels of priority to identify and track the severity of each service request submitted and its impact on the Customer's organization as set forth in the chart below. UKG reserves the right to update the chart below to reflect adjustments to UKG's processes and to enhance UKG's responsiveness to customer needs. In any event, UKG shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the Effective Date of this Agreement.

Severity Level	Description	Target Response Time
11: 1	A critical Customer issue with no available workaround where the	One (1) business hour or immediately
High	applications cannot be accessed, or where the applications are	via Rapid Response
	experiencing major system degradation, and any other related	
	factors resulting in the customer not being able to process their	
	payroll.	



Medium	A serious Customer issue which impacts ability to utilize the application effectively	Two (2) business hours or immediately via Rapid Response
Low	Non-critical problem generally entailing use and usability issues or "how to" questions	Within four (4) business hours



Exhibit B Data Security and Privacy

1. Data Governance

- a. In the course of providing the Services, UKG may collect, transfer, store and use Customer Data, as defined in the Agreement. For these purposes, Customer Data may be transferred to or made accessible to (i) UKG personnel as is required to perform the SaaS Services in accordance with the Agreement and in accordance with applicable data privacy protection laws; (ii) third parties (including, but not limited to, courts, law enforcement, or regulatory authorities), where required by law, provided UKG will provide reasonable notice to Customer prior to any such disclosure if legally permissible and (iii) to the extent Customer purchases UKG Pro Benefits Administration, PlanSource Benefits Administration, Inc. solely for the purposes of providing UKG Pro Benefits Administration hereunder and in accordance with the standard SaaS environment, security set up, and other policies and procedures of PlanSource Benefits Administration, Inc. and not those of UKG.
- UKG shall maintain internal company wide policies and procedures addressing the secure storage and handling of Customer Data which shall comply with generally accepted industry standards.
- c. Customer grants to UKG and its affiliates a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Customer Data in aggregated, de-identified form for the purposes of providing or maintenance of, improvement to, and operation of the SaaS Services or for any new or different products or services. In addition, to the extent Customer purchases UKG Pro Employee Voice, Customer grants to UKG the right to sub-license to third parties (currently, Mercer (US) Inc.) the Customer Data, which includes the employee survey responses in a deidentified form for the purposes of improvements to the questions sets and bench marking data.
- d. UKG may fulfill its obligations related to Workforce Ready or Workforce Dimensions, as applicable, through its affiliate Kronos Incorporated ("Kronos") and Kronos' affiliated companies.

2. Privacy and Compliance

UKG represents and warrants that with respect to the collection, storage, transfer, and use of Customer Data it shall comply with (i) all applicable governmental laws, rules, and regulations, including, but not limited to, the European Union General Data Protection Regulations and the California Consumer Privacy Act ("CCPA"), if applicable, (ii) its privacy notice (available at https://www.ultimatesoftware.com/privacy-notice), and (iii) generally accepted industry standards, and shall only collect, store, transfer and use Customer Data if and to the extent required to perform services pursuant to the Agreement. In the event CCPA is applicable to the provision of services under this Agreement, UKG acknowledges and agrees that it is a service provider as defined under CCPA.

Customer is responsible for complying with the Acceptable Use Policy which can be found at: https://www.ukg.com/policies/acceptable-use. "Acceptable Use Policy" and "AUP" are interchangeable terms referring to the policy describing prohibited uses of the service as further described in the link. UKG and its third party cloud subprocessor reserve the right to review Customer's use of the service and Customer Data for AUP compliance and enforcement. If UKG discovers an AUP violation, and UKG reasonably determines that UKG must take immediate action to prevent further harm, UKG may suspend Customer's use of the service immediately without notice. In such event, UKG will contact Customer when UKG suspends the service to discuss how the violation may be remedied, so that the service may be restored as soon as possible. If UKG does not reasonably believe it needs to take immediate action, UKG will notify Customer of the AUP violation. Even if UKG doesn't notify Customer or suspend the service, Customer remains responsible for any such AUP violation. UKG will restore the service once the AUP violation is cured or as both Parties may agree.

3. Information Security Management Program

UKG shall maintain a documented, approved and implemented information security management program in accordance with generally accepted industry standard practices that include reasonable administrative, technical, and physical safeguards to protect assets and Customer Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The information security management program will address the following areas: risk management, security policy, organization of information security, human resources security, asset management, access control, cryptography, physical and environmental security, operations security, communications security, system acquisition, development, and maintenance, supplier management, information security incident management, information security aspects of business continuity management, and compliance.

4. Data Protection

When working with Customer Data, UKG shall maintain the following:

- a. Designated security and privacy personnel and departments responsible for the development and implementation of the information security and privacy practices required by this Agreement and Applicable Law;
- b. Require background checks (including criminal) on its workforce;
- c. Implement reasonably appropriate security and privacy awareness training for all members of its workforce;
- d. Transfer and store Customer Data in an encrypted/secure manner;
- e. Shall not store Customer Data on unencrypted mobile devices or media, such as laptops, phones, USB drives, etc;
- f. Implement reasonably appropriate technical safeguards to protect Customer Data, such as firewalls, intrusions detection systems, logging and monitoring systems, access control systems and encryption;
- g. Restrict access to data, applications, systems, databases and networks to approved users with a business need/job responsibility.



- h. Reasonably timely de-provisioning, revocation or modification of user access to UKG's systems, information assets and Customer Data shall be implemented by UKG upon any change in status of employees, contractors, customers, business partners or third parties. Any change in status is intended to include termination of employment, contract or agreement, change of employment, transfer within the organization or change in SaaS Service delivery.
- i. Maintain procedures for data retention and storage, and backup/redundancy mechanisms. UKG will test the recovery of backups at planned intervals
- j. Implement reasonable physical safeguards to restrict physical access to Confidential Information, such as restricted access requiring authentication, and appropriate environmental controls. Physical security perimeters (which may include fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) shall be implemented to reasonably safeguard Customer Data and UKG's relevant information systems;

5. Audit Reports and Security Assessments

- a. UKG will have, at a minimum, an annual site audit of UKG's information technology general controls including, but not limited to, information security, confidentiality and availability controls, performed by an independent third-party audit firm based on the recognized audit standard SSAE 18 SOC 1 and SOC 2 report or equivalent. UKG will make available to Customer for review, its SSAE 18 SOC 1 and SOC 2 report or equivalent after the report's publication by the independent audit firm. Customer agrees to treat such audit reports as Confidential Information under this Agreement. Any control exceptions noted in the SSAE 18 SOC 1 or SOC 2 report or equivalent will be addressed in the report with management's corrective action. With the exception of Workforce Ready, UKG maintains certification to ISO 27001 and ISO 27018 and will make the certificate of registration available to Customer upon request.
- b. UKG will have a network and application level penetration test conducted annually. This audit shall be performed by a recognized third-party audit firm engaged by UKG.
- c. Customer may also request a comprehensive due diligence package no more than once annually, which shall include a completed industry standard security and privacy due diligence questionnaire and other information on information security, privacy and compliance.

6. Disaster Recovery

- a. UKG shall have a defined and documented business continuity/disaster recovery plan for recovery services provided to the Customer.
- b. Such plan shall provide for reasonable physical protection against damage from deliberate attacks as well as natural causes and disasters.
- c. Security mechanisms and redundancies shall be implemented by UKG to reasonably protect equipment from utility service outages (e.g., power failures, network disruptions, etc.).
- d. Telecommunications equipment, cabling and relays transferring data or supporting SaaS Services shall be reasonably protected by UKG from interception or damage and designed with redundancies, alternative power source and alternative routing.
- e. Such plan shall provide for appropriate backup facilities and technology that will permit transition of the services (from the previous night's backup date), with a maximum recovery time of 24 hours from declaration of a disaster to be operational and accessible to Customer.
- f. UKG shall conduct a test of such plan each year. Customer may request the annual high level summary of the results of such test.

7. Data Breach

UKG will respond to, contain and remediate security incidents, using commercially reasonable efforts, on a 24/7 basis. UKG shall notify Customer of a Security Incident (as defined below) per Applicable Law upon becoming aware of a Security Incident involving Customer Data. A "Security Incident" is a breach of confidentiality, data integrity or a security compromise of a network or server resulting in the unauthorized access, use, transfer or acquisition of Customer Data. UKG shall inform Customer about Security Incident response activities in reasonable intervals until the Security Incident is resolved, which may include documenting and keeping Customer reasonably informed of all investigative and recovery efforts related to any such Security Incidents, including discovery, investigation and containment, recovery, use of data and experience for gap identification and process improvement, mitigation plans, and cooperation with law enforcement, if legally permissible, as reasonably appropriate.





ORDER

Effective Date: September 27, 2022

Customer Legal Information:

Customer Legal Name: County of Monterey

Customer Address: 168 West Alisal St.

Salinas, CA 93901

Customer Billing Information:

Account Name: Natividad Medical Center

Customer Billing Address: 1441 Constitution Boulevard

Salinas, CA 93906

Contact Name: Lawanda Janine Bouyea Contact Title: Assistant Administrator Contact Email: bouyeaj@natividad.com

Contact Phone: (831) 783-2701

UKG Representative: Spencer Crockett

UKG Division: West VP-MM Strat & SMB

Billing Start Date:

Phase 1: "Active Use" (as defined in Section 5 below)

Phase 2: twelve (12) months from the Phase 1 Billing Start Date

Initial Term: Commencing on the Effective Date through sixty (60) months from the Phase 1 Billing Start Date

Renewal Term: 12 months or by way of a mutually agreed upon amendment signed by both Parties sixty (60) days prior to the end of the expiration of the then-current term, as further set forth in the MSA.

Commencing 12 months from the Phase 1 Billing Start Date the Subscription Fee per annum increase: 4.0%

Payment Terms: Net 60 Days from receipt of an invoice certified for payment by the Monterey County Auditor-Controller (as

further set forth in the MSA).

Application Billing Frequency: Quarterly in advance

1. Applications:

Applications	Minimum Quantity	Employee Type	Subscription Fee	Billing Start Date
UKG Pro People Center UKG Pro Workforce Management UKG Pro Advanced Scheduling UKG Pro Workforce Management Healthcare Productivity UKG Pro Absence	See Section 1.A below	Non- Compensated Employee	See Section 1.B below	Phase 1
UKG Pro Onboarding UKG Pro Document Manager UKG Pro People Assist	See Section 1.A below	Non- Compensated Employee	See Section 1.C below	Phase 2
UKG Pro People Center	0	People Center Employee	USD\$4.00	Phase 1
Access to the UKG Pro portal	0	Limited Access Employee	USD\$1.00	Phase 1

Business Intelligence ("BI") Reporting Tools including: two (2) report administrators, eight (8) authors, fifty (50) consumers, and unlimited recipients.

Online human resource and benefits library for two (2) users

Great Place to Work Certification – Assess Tier (U.S. Only)

Please note that the UKG Pro Applications are in the process of being rebranded. References to the previous names (e.g. UltiPro Core) may appear in certain content, including the UKG Pro Online Documentation, invoices, this Order and the Master Services Agreement, while UKG works toward rebranding all content.

A. Minimum Quantity (for Non-Compensated Employees):

- (i) During the period commencing on the Effective Date and continuing for twelve (12) months from the Phase 1 Billing Start Date, 1,600 Non-Compensated Employees per month; and then
- (ii) During the period commencing on the thirteenth (13th) month following the Phase 1 Billing Start Date and continuing thereafter, 2,300 Non-Compensated Employees per month

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B. <u>Subscription Fee (for Non-Compensated Employees – Phase 1)</u>:

- (i) USD 17.74 per Non-Compensated Employee per month for each Non-Compensated Employee from 1-2,000; plus
- (ii) USD 14.30 per Non-Compensated Employee per month for each Non-Compensated Employee from 2,001-2,500; plus
- (iii) USD 8.75 per Non-Compensated Employee per month for each Non-Compensated Employee that exceeds 2,500

C. Subscription Fee (for Non-Compensated Employees – Phase 2):

- (i) USD 5.00 per Non-Compensated Employee per month for each Non-Compensated Employee from 1-2,000; plus
- (ii) USD 4.15 per Non-Compensated Employee per month for each Non-Compensated Employee from 2,001-2,500; plus
- (iii) USD 2.80 per Non-Compensated Employee per month for each Non-Compensated Employee that exceeds 2,500
- D. The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Minimum Quantity above.

E. Employee Types:

- (i) Non-Compensated Employees: persons who are not compensated or paid using the Applications but will have access to the Applications set forth above that correspond to the "Non-Compensated Employee" Employee Type. The Parties will identify and designate the component company and/or pay group attributable to such persons.
- (ii) People Center Employees: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.
- (iii) Limited Access Employees: persons with a status of terminated who have access to the UKG Pro portal.

2. Services

Services	Launch Quantity	Total Price	
Launch Fee	2,500	USD\$76,000.00	

A. The Launch services are based on the Launch Quantity above. In the event that the number of Customer's employees exceeds 110% of the Launch Quantity above as of the applicable Application live date, then Customer agrees to pay UKG \$185.00 per each additional employee. For clarification purposes, this additional Launch fee if applicable shall only be charged to Customer as of the applicable Application live date and Customer shall not be charged for any additional Launch fees subsequent to that date.

The Launch services shall be provided to Customer for only the services as set forth in the Launch Overview which is made a part hereof and incorporated by reference as Exhibit 1. Launch services outside of the scope of the Launch Overview shall be quoted to Customer and agreed upon by the Parties in writing.

B. Customer shall be provided with access to an online human resource and benefits library containing human resource content and tools for two (2) users (currently powered by HR360).

3. Payment Terms

A. Subscription Fee: The Subscription Fees for the monthly Minimum Quantity are due quarterly and invoiced thirty (30) days in advance of the quarter. To reconcile for actual employee counts, promptly following the end of each quarter term starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month of the previous quarter term that exceeded the Minimum Quantity.

a. Phase 1:

The amount of USD\$85,152.000 is due on the expiration of the Free Period and is payment for the quarter immediately following the Free Period (as such term is defined below).

b. <u>Phase 2</u>:

The amount of USD\$33,735.00 is due on the Phase 2 Billing Start Date and is payment for the quarter commencing on such date.

To reconcile for actual employee counts, promptly following the end of each quarter term starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month of the previous quarter term that exceeded the Minimum Quantity.

B. Launch Fee

The Launch Fee of USD\$76,000.00 shall be due and payable by Customer to UKG in two (2) installments. The first (1st) installment shall be in the amount of USD\$7,600.00 and is due on the Effective Date of this Order. The second (2nd) installment shall be in the amount of USD\$68,400.00 and is due on the Phase 1 Billing Start Date.

4. Great Place to Work Certification – Assess Tier is subject to the Agreement and the supplemental terms located at: http://www.ukg.com/supplement/GPTWCertification

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5. Free Period Promotion

Customer is migrating from its existing Kronos Workforce Central software as a service agreement dated June 14, 2018, as amended, for #6083270 and 675379-2 solutions (the "Existing Applications") to the UKG Pro People Center and UKG Workforce Management Applications ("SaaS Applications"). Customer's payment obligation for the Existing Applications will continue until the SaaS Applications are being used for production use ("Active Use"). That is, Customer remains obligated to pay for the Existing Applications until Active Use occurs. When Active Use occurs for an individual application that is an Existing Application, Customer's rights to use that individual Existing Application terminates. Customer's current agreement governing the Existing Applications continues to apply to the Existing Applications until all Existing Applications have been migrated to the SaaS applications, at which point that agreement, and Customer's rights to use all of the Existing Applications also terminates.

Upon Active Use of the SaaS Applications, Customer will receive twelve (12) free months ("Free Period") of the Phase 1 Applications that correspond to the Non-Compensated Employees. Following the Free Period, Phase 1 Subscription Fees (for the Applications that correspond to the Non-Compensated Employees) shall be invoiced at the Application Billing Frequency indicated on this Order. As of the date Active Use occurs, UKG will credit Customer for any pre-paid but unused Monthly Service Fees for the Existing Applications. Customer may apply any such credit against any amounts owed to UKG by Customer until such credit is expended. Customer understands that Customer remains responsible for payment of Monthly Service Fees on the Existing Applications until the Free Period start date. Failure to pay for Existing Applications until Free Period start date will void the Free Period. For the avoidance of doubt, the Free Period does not apply to the "People Center Employee" and "Limited Access Employee" Employee Types nor is it applicable to the Phase 2 Applications.

6. General Provisions

Unless otherwise indicated herein, this Order is subject to the terms and conditions of that certain Master Services Agreement between the parties effective as of the date of last signature of the Parties to such Master Services Agreement (hereafter "Agreement"). This Order, and the Exhibits attached hereto and made a part hereof, constitutes an integral part of the Agreement and represents, together with the Agreement, the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral or written communications between the parties about its subject matter. All other terms and conditions of the Agreement are reaffirmed and remain unchanged by this Order. Capitalized terms not otherwise defined in this Order shall have the same meanings ascribed to them in the Agreement . Unless expressly provided for in this Order, in the event of a conflict between the provisions contained in the Agreement and those contained in this Order, the provisions contained in the Agreement shall prevail.

This Order is subject to applicable Taxes. The actual tax amount to be paid by Customer will be show on Customer's invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate".

If Customer is purchasing UKG Pro Workforce Management, Customer shall have access to the Boomi Software and Boomi AtomSphere Service which is the third-party software and service for the creation of integrations by Customer through UKG Pro Workforce Management: https://www.kronos.com/workforce-dimensions/agreement/boomi-flow-down-provisions.

The parties agree that any signature (including but not limited to any electronic symbol attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record) hereto shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, and the parties hereby waive any objection to the contrary.

The Parties executing this Order below certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Order. The Parties hereby confirm and agree that this Order is effective at the Effective Date as set forth above and that all terms and conditions have been agreed to:

County of Monterey	UKG Inc.	- DoguSigned by
Signature:	Signature:	Janet Sims 6C48907BBEEC4C0
Name:	Name:	Janet Sims
Title:	Title:	NL Contract Administrator
Signature Date:	Signature Date:	8/31/2022 10:49 PM EDT

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EXHIBIT 1 UKG Pro Launch Overview

This Launch Overview outlines the scope of services to be provided by UKG for the implementation of the Application(s) in the Order. UKG's professional services engagements are designed to help customers successfully implement UKG Pro Pay and People Center, as well as enable customers to easily layer additional UKG Pro Application(s) over time based on priorities, schedules, and resources.

The Launch Services described herein are fixed price based and subject to the terms and conditions of the UKG Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Launch Overview.

UKG's Launch methodology ("Launch") provides proven and repeatable processes that are supported with standard tools, templates and proven training paths that deliver a successful launch of the Application(s). UKG partners with the Customer throughout the Launch process performing tasks such as requirements workshops, system configuration, data conversion, interface development, testing cycles, production support, and project management.

With Launch, UKG uses its proven methodology to provide training and services to deploy the Application(s). Launch will be delivered as described in this document.

1. Introduction to Launch

Deployment Strategy

The deployment of the Application(s) is a collaborative endeavor. UKG will work with Customer to determine the most logical and efficient deployment plan of the Application(s) based upon Customer's current environment, products purchased, Customer's available resources and other driving factors. This best practice approach will be tailored to Customer's business objectives. In all deployments, UKG Pro Pay and People Center will be deployed first and the project team members from UKG and Customer shall determine the deployment sequence of the additional Application(s) where applicable.

Launch Methodology

The Launch methodology provides a framework that generally describes how the project will progress from the start to finish. The project team follows this framework to transition Customer's existing Workforce Central human capital management and workforce management (where applicable) functions from Customer's legacy applications to the new UKG Application(s). UKG's deployment methodology includes the following phases:

Welcome: Preliminary preparation involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and Application(s) access:

Requirements: UKG will perform a discovery process by interviewing the Customer's subject matter experts from different functional areas. Information that has been gathered during the requirements phase is used to determine the current system set up, the new system definition requirements and allow UKG to determine the best fit between the Customer's business requirements and the UKG Application(s).

Build: This phase is designed to configure Customer's Application(s), migrate employee data into UKG Pro People Center from legacy system and build interfaces. This is inclusive of all Application(s) intended to be deployed on Customer's first live date. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.

Test: Testing includes functional testing, user acceptance testing, pilot testing and/or parallel testing as appropriate for the applicable Application(s).

Go-Live: This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Application(s) and transition to support.

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2. Roles and Responsibilities

A successful Launch assumes Customer participation throughout the project as referenced in the *Roles and Responsibilities* sections of this document. UKG and Customer's roles and responsibilities are described below.

A check mark in the grid below indicates each respective party's primary responsibilities. If there is a check under UKG and Customer columns, this means the task is a shared responsibility with UKG having primary responsibility to lead the task to completion.

Project Management	UKG	Customer
Manage the respective team's project resources, budget, and deliverables to ensure they are being met per the project timeline	√	٧
Create weekly status reports and facilitate weekly status calls. Report out status to stakeholders	√	
Resolve project issues	V	1
Provide Customer communications and general project-related management activities	√	
Perform roll-out activities (change management/ train the trainer) for managers and employees		1
Welcome	UKG	Customer
Provide access to the Application(s) as contracted in the Order	1	
Facilitate the kick-off meeting	V	
Attend and participate in the kick-off meeting	√	1
Assist in defining necessary Customer resources and a training plan as part of the project plan	1	

Requirements	UKG	Customer
Gather all available policy and procedure documentation as well as completion of the data collection tool		1
Describe the expected solution, business processes and business rules for all employee groups		1
Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines		√
Lead requirements meetings to gather business requirements	√	
Participate in requirements meetings to provide business requirements		1
Define project assumptions, risks and system configuration needs based on completed requirements and recommend configurations	√	1
Create a detailed scope document detailing the results of the requirements phase	√	
Provide Customer with a project scope and project plan with the summary of the requirements gathering meetings	V	

Build	UKG	Customer
Complete a company setup containing all of the business rules and complete unit testing to validate configuration	1	



Perform unit and functional testing	1	1
Share data mapping process and field specifications with Customer	1	
Provide data translations and field mapping defaults for all required fields		√
Provide source data for production processing in the UKG approved conversion table formats		1
Convert Customer data from UKG's conversion table format	1	
Review and approve converted data according to the agreed upon schedule		1
Create interfaces as defined in the Launch Guidelines/Assumptions section of this document	1	
Supply technical support required for system integration and data conversion	1	1

Test	UKG	Customer
Customer project team members to attend recommended training courses		\ \
Perform system testing	V	√
Perform interface testing	V	√ √

Go-Live	UKG	Customer
Assure that adequate end-user training has been completed before the use of the Application(s) in a production environment		1
Provide production support and post-live support for transition to UKG's Customer Support team	1	
Perform project wrap-up activities, including, closing open issues	√	√

3. Project Management Processes

Defining the scope is the process of reviewing all contract documents and confirming deliverables the project team will complete. The scope is defined during the discovery of Customer's business needs in the requirements phase.

Planning for resources is the process of assembling the project team. It is imperative that the proper resources with the right skills are available for specific tasks when needed. The resource plan is a combination of the roles and responsibilities detailed in the kickoff presentation and the project schedule.

Developing the project schedule is the process of creating a list of tasks and placing them in sequence with due dates. The project schedule also includes identifying critical tasks and milestones so the project team knows where to focus their efforts and can track their progress.

Creating and maintaining an action log is the process of creating and maintaining a list of open action items that have been identified but not resolved (an "Action Log"). An Action Log is maintained during the project.

Facilitating status meetings is the process of scheduling and executing recurring team meetings to review the project schedule, Action Log, and project risks. The purpose of the meeting is to present an overall status to the team. This process does not include working sessions to address open items. Working sessions to resolve items will be scheduled outside of the status meetings.

Managing change is the process of identifying, approving, and authorizing new scope to the existing project once the product deployment schedule has been agreed to and documented.

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Closing the project is the process of confirming that all project deliverables have been delivered and accepted by an authorized team member.

4. Training

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.

UKG's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. UKG aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (i.e., Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees unless otherwise agreed to by the Parties.

5. Project Team Composition

Resource allocation and commitment are key drivers for a successful Launch. UKG uses employee resources and may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under this Order Form. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such services which may include access to Customer's Confidential Information and Customer Data.

The team roles and key responsibilities are listed below. UKG will provide experienced industry experts specializing in specific areas of Launch. Customer will provide resources as described below in the Customer Team Resources section or as otherwise mutually agreed to in the project plan.

UKG Team Resource	Key Responsibilities
Delivery Manager	UKG Project Sponsor
	 Gains commitment for all project resources
Project Manager	Primary Point of Contact
	 Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks
	 Develops and manages project schedule
	Mitigates project risks
	 Communicates overall project status and provides project reporting
	 Serves as initial point of escalation for all project related issuand coordinates activities needed for resolution



HR/Payroll Consultant	 Primary UKG resource and functional expert
	Customer's day-to-day point of contact for all human resource and payroll related service requests
	 Completes human resources and payroll configuration life cycle per the Launch methodology
Time Consultant	Primary point of contact for all time application-related service requests
	 Completes time Application(s) configuration life cycle per Launch methodology
Talent/Compensation Consultant	 Primary point of contact for all talent and compensation application-related service requests:
	 Completes talent acquisition, talent, learning, employee voice, and/or compensation Application configuration life cycle per Launch methodology
Payment Services Subject Matter Expert	Primary point of contact for payment services related activities
Technical Consultant	 Responsible for successful migration of source data provided by Customer
Integration Analyst	Responsible for integration file creation and delivery
	 Works together with 3rd Party vendors to determine requirements for file automation; initiates and manages the setup of data exchange services
Strategic Technical Advisor (STA) – UKG Pro Workforce Management only	The STA functions as the customer's single point of contact for technology related considerations
	 Engages with the customer's technical teams and UKG Technology Partners to assist with network infrastructure assessment, client access methods such as desktop, mobile, data collection devices and technology partner solutions
	 Advise, mentor and guide clients throughout solution implementation and adoption. The STA provides: Technical readiness plan, Clock migration plan, Successful SSO deployment, Technical guidance & knowledge transfer
User Adoption Consultant – UKG Pro Workforce Management Only)	 Advises designed customer resources to support the delivery of change management and user training for managers and employees



Customer Team Resources	Key Responsibilities
	Customer Project Sponsor
	 Gains commitment for all project resources
Executive Sponsor	 Provides executive-level support to the project team
·	 Ensures that the needs of the project team are well represented and met by the steering committee
	Primary Point of Contact
Project Manager/Lead	 Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks
	 Communicates overall project status and provides project reporting to Customer Steering Committee if applicable
	 Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution
	 Channels the team's activities toward application configuration and executing the project
HR Subject Matter Expert	 Customer's primary HR representative and designated decision maker in the area of HR
Benefits Subject Matter Expert	 Customer's primary benefit representative and designated decision maker in the area of benefits
Payroll Subject Matter Expert	 Customer's primary payroll representative and designated decision maker in the area of payroll
Time Subject Matter Expert	 (if purchasing) Customer's primary time representative and designated decision maker in the area of time tracking
Talent Acquisition Subject Matter Expert	 Customer's primary talent acquisition representative and designated decision maker in the area of talent acquisition.
Talent, Learning and Compensation Subject Matter Expert	 (If purchasing) Customer's primary talent, learning and compensation representative and designated decision maker in the area of talent and compensation.
System Admin/Owner	 Customer's primary resource for system configuration, system knowledge, and application security
Technical Resource	 Customer's primary resource for technical issues related to data conversion, integrations, and security

6. Launch includes:

- Business needs analysis through requirements workshops, system configuration, data conversion, interface development, testing cycles (including 2 parallel tests), production support, and project management.
- Configuration of the Application(s) purchased under the Order
- Customer training
 – as described in the Order
- Interface development Configuration and scheduling of interfaces as listed in the Launch Guidelines/Assumptions section of this document.
- Data conversion Conversion of the Customer's data as described in the Launch Guidelines/Assumptions section of this document.

7. Launch Guidelines/Assumptions

The following assumptions and guidelines were used in preparing this Launch Overview:

• General Assumptions/Guidelines for this Exhibit:

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- Application(s) in scope:
 - UKG Pro People Center
 - UKG Pro Talent Acquisition
 - UKG Pro Workforce Management Timekeeping and Accruals
 - UKG Pro Absence
 - UKG Pro Workforce Management Healthcare Productivity
 - UKG Pro Advanced Scheduling
- o The target Launch period is nine (9) months. All Launch services end when the agreed upon scope of services is completed or expire twelve (12) months after the first requirements meeting, whichever comes first. If additional services are required, they will be contracted separately.
- Customer will complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates.
- UKG will communicate with Customer's project manager, the appointed point of contact for Customer on this
 project. He/she will be responsible for all communications and project management among all Customer parties
 (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer.
- UKG will not be responsible for troubleshooting Application(s) or hardware not provided by UKG.
- Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this Launch Overview is required, Customer may be charged.
- Each module will have one (1) deployment (phase) for all employees. If additional phases are needed, additional fees may apply.
- Launch does not include customization to the Application(s). A customization is defined as any system change that extends the application beyond what is provided by the delivered Application(s). Additional fees will apply if a customization is required. Annual maintenance fees apply to all customizations. These fees are 15% of the cost of the customization.
- UKG Pro Pay and People Center Assumptions:
 - o Data Conversion:
 - Customer will provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro Pay and People Center tables.
 - UKG will successfully convert the employee masterfile 1 time, the payroll opening balances up to 2 times and history (job history and check detail) one time. A successful conversion is one that balances with the source data provided. Data will be converted from 1 source HR/PR system. Additional sources may be used for conversion; however additional fees may apply.
 - UKG will create up to 15 of flat file interfaces listed below:
 - Banking (ACH/Positive Pay/EFT-CAN)
 - State New Hire Export
 - General Ledger Export
 - Timeclock Import and Export
 - Employee Benefit Providers (bi-directional, if needed, for setup of new benefits or communication of benefit changes to benefit providers): medical, dental, vision, health spending account, flexible spending account, disability (LTD/STD), COBRA, deferred compensation plan (i.e., 401k/RRSP-CAN)
- UKG Pro Workforce Management Assumptions:
 - User Adoption Assessment A UKG User Adoption Consultant work with designated customer resources to ensure ongoing user adoption including:
 - Evaluation of user adoption needs
 - User Adoption Action Plan
 - Adaptable change management and user training templates
 - UKG Pro Timekeeping Project Assumptions:
 - 2 tenants (1 production and 1 non-production) are included in this deployment
 - UKG will conduct one solution development workshop with the Customer's project team to create one solution design for the Customer's organization.
 - Up to 42 employee pay groups
 - Employee pay groups are a group of employees who are governed by a set of similar workforce management policy rules (e.g., overtime, shift premiums, holiday zones, etc.)
 - Up to 2 Yes / No questions for employees to attest with workflows
 - Up to 5 Union CBAs (collective bargaining agreements)
 - Up to 10 accrual polices
 - UKG Pro Absence Project Assumptions:

UKG Pro NL MM, WFM tailored Order

V2.28.22



- Comprehensive administration of leave cases
- Flagging of attendance violations and workflow structure to handle verbal and written actions pertaining to attendance standards
- Up to 4 attendance policies. Note that complex attendance business policies may require 2 or more attendance policies to fully implement. The in-scope policies apply to business policies.
- UKG Pro Workforce Management Healthcare Productivity
 - Deployment of industry best practice data views leveraging standard KPIs available in UKG Pro Workforce Analytics
 - Up to 20 data views
 - Up to 25 KPIs/metrics configuration
 - Up to 7 standardized reports
 - Pay code analysis and mapping to KPI requirements
 - Up to 100 pay code mappings with up to 20 mapping categories
 - Productivity Configuration to deliver:
 - Daily Productivity
 - Pay Period Productivity
 - Volume Detail
 - Employee Actual Hours (Labor Distribution)
 - Department Actuals
 - · Productivity Detail Hours-PayPeriod
- UKG Pro Advanced Scheduling Project Assumptions:
 - Deployment of up to 10 different scheduling groups* (e.g., departments)
 - Deployment of up 5 locations using standardized configuration settings from the 10 groups.*
 - 3 integration templates Volume Import (census), modification for person import for scheduling entitlement variables & Skills and Certification Import
 - The scope is designed to focus the early phase of a scheduling roll-out on standardization of disparate processes. Scheduling groups are selected to be configured and assumed for standardization across locations, with best-practices recommendations provided by the UKG team.
 - Roll-out of additional groups/locations will be handled by the customer or in the alternative, additional rollout services.
 - *A schedule group typically has a 1 to 1 relationship with what would have been a paper schedule. It is a single schedule for a defined set of employees based on common tasks, skills, census/shift based, or other qualifiers.

8. Service Request

Requests for change to this Launch Overview or the project it covers must be submitted to your project in writing or in the form of an electronic service request.

Any of the following items will be considered out of scope and require a service request:

- · Material changes in the scope or effort
- Material changes in the number or type of deliverables to meet the defined scope of effort
- · Changes to the project resource requirements
- · Changes to scheduled dates after acceptance of the project plan

UKG will estimate the time and fixed cost needed to implement the change and the impact it may have on the delivery of the project. UKG will perform the requested work once the service request has been completed and signed by the Customer.



Monterey County

Item No.14

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

September 20, 2022

Board Report

Legistar File Number: A 22-483

Introduced: 8/30/2022 Current Status: Health Department -

Consent

Version: 1 Matter Type: BoS Agreement

a. Authorize the Director of Health or Assistant Director of Health to execute an Agreement between the County of Monterey and the University Corporation at Monterey Bay (CSUMB) for the term September 26, 2022 to May 30, 2023 in the amount not to exceed \$49,999 to conduct the grant's evaluation and implement the reduction of COVID-19's disparate impact on vulnerable residents and advance health equity; and

- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
- c. 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%) (\$4,999) 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 Director of Health or Assistant Director of Health to execute an Agreement between the County of Monterey and the University Corporation at Monterey Bay (CSUMB) for the term September 26, 2022 to May 30, 2023 in the amount not to exceed \$49,999 to conduct the grant's evaluation and implement the reduction of COVID-19's disparate impact on vulnerable residents and advance health equity; and
- b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement, including indemnification; and
- c. 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%) (\$4,999) of the original contract amount and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

The Monterey County Health Department (MCHD) has been allocated funds from the California Equitable Recovery Initiative (CERI) as part of a larger Centers for Disease Control and Prevention (CDC) National Initiative to Address COVID19 Health Disparities Among Populations at High-Risk and Underserved, Including Racial and Ethnic Minority Populations and Rural Communities grant. This funding focuses on reducing COVID-19's disparate impact on vulnerable residents by improving data collection, building and expanding infrastructure support for prevention, and mobilizing partners to advance health equity.

MCHD's allocation is for \$617,240 dollars over two years (September 1, 2021 through May 31, 2023). The funds from this grant, managed by the Planning, Evaluation, and Policy (PEP) Unit, will be

used to support two health equity co-leads, draft a health equity plan for MCHD, and expand many of our Health in All Policies/Health Equity work including Health Equity Scholars Academy (HESA), Community Civic Engagement Academy (enLACE), and staff supports for implementing racial equity strategies as part of the county's Governing for Racial Equity (GRE) initiative. PEP staff will also create a health equity dashboard for public use on DatashareMontereyCounty.org. Any remaining funds will be used to coordinate, administer, and manage the grant and subcontractors.

The overall goal for the project is to establish the equity infrastructure needed to build county capacity to implement effective health equity strategies, both internally within MCHD as well as throughout Monterey County. There is no question that the inequities highlighted by the pandemic existed well before March of last year. This grant provides an opportunity to focus efforts and strategies on an equitable recovery by addressing the root cause of those injustices.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 1. Empower the community to improve health; 2. Enhance community 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.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:

There is no impact to the General Fund. The revenue and appropriations for this Agreement are included in the Health Department's FY 2022-23 Adopted Budget (001-4000-8438-HEA014).

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.

• 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: Vicente Lara, Management Analyst III, 755-4390
Approved by:
Date:
Elsa Mendoza Jimenez, Director of Health, 755-4526
Attachment:
Agreement



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-483

Introduced:8/30/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:

 Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

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

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

Legistar File Number: A 22-483

communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Vicente Lara, Management Analyst III, 755-4390

Approxed by:

Date: 9/1/2022 | 8:15 AM PDT

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:

University Corporation at Monterey Bay

(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: Consultant services; identify equity policies and practices, planning and partnership to more fully develop a health equity plan to steward Monterey County Health Department's health equity initiatives moving forward.

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: \$49,999

3.0 TERM OF AGREEMENT:

- **3.01** The term Agreement is from September 26, 2022 this May 30, 2023 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

1 of 11

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit B: Invoice template/example

Agreement ID: NTE: \$49,999

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.

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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.

Agreement ID:



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.

County

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 **INDEMNIFICATION:**



Contractor

County

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

9.0 **INSURANCE REQUIREMENTS:**

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

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

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

3 of 11

Agreement ID:

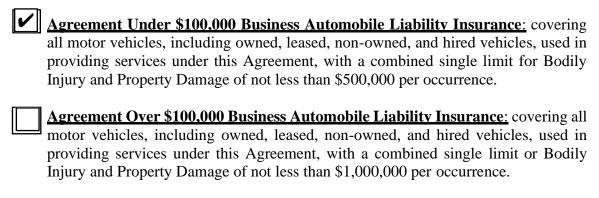
9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

<u>Commercial General Liability Insurance</u>: 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.



(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

University Corporation at Monterey Bay Term: 09/26/2022 - 05/30/2022

nt ID: NTE: \$49,99 **110**

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

Revised 9/3/21 5 of 11 Agreement ID:

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

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.

County 11.0 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), 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

University Corporation at Monterey Bay

6 of 11 Term: 09/26/2022 - 05/30/2022 Revised 9/3/21 Agreement ID: NTE: \$49,99112 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.

Revised 9/3/21 7 of 11 Agreement ID:

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage prepaid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:		
Krista Hanni, Public Health Program Manager II	Cynthia E. Lopez, Director, Sponsored Programs Office		
Name and Title	Name and Title		
1270 Natividad Rd., Salinas, Ca. 93906	100 Campus Center, Bldg. 97, Seaside, Ca. 93955		
Address	Address		
831.755.4586	831.582.3089		
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 <u>Amendment:</u> 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 <u>Contractor:</u> 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.
- 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.

University Corporation at Monterey Bay Term: 09/26/2022 - 05/30/2022

Revised 9/3/21 8 of 11 Agreement ID: NTE: \$49,999

- 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 <u>Time is of the Essence:</u> 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 <u>Counterparts:</u> 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 <u>Integration:</u> 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 <u>Interpretation of Conflicting Provisions:</u> 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

University Corporation at Monterey Bay
Term: 09/26/2022 - 05/30/2022
NTE: \$49,99^

Revised 9/3/21 9 of 11 Agreement ID:

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 *******

10 of 11

18.0 SIGNATURE PAGE.

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

CONTRACTOR

I

COUNTY OF MONTEREY	COLLINGICA
COUNTY OF MONTERES	University Corporation at Monterey Bay
By:	Contractor/Business Name *
Contracts/Purchasing Officer	By: Cynthia E. Copez
Date:	(Signature of Chair, President, or Vice-President) Cynthia E. Lopez Director, Sponsored Progra
Ву:	Name and Title
Department Head (if applicable) Date:	Date: 8/26/2022 11:05 AM PDT
Approved as to Form Office of the County Counsel	
Leslie J. Girard, County Counsel	
By: Stay Satta stacy Saetta	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
County Counsel	
Date:8/29/2022 11:33 @Mi@∱TDeputy County	ounsel. Name and Title Date:
Approved as to Fiscal Provisions By: Gary Glowy Gary Giboney	
Date 8/29/2022 11:38 Ani entroperty 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.

University Corporation at Monterey Bay Term: 09/26/2022 - 05/30/2022

Revised 9/3/21 11 of 11 Agreement ID: NTE: \$49,999

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

ADDENDUM NO. 1

To Agreement by and between the County of Monterey And University Corporation at Monterey Bay

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter "County") and **University Corporation at Monterey Bay** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

- 1, Section 7.02 of the Agreement, TERMINATION shall be deleted and restated in its entirety to read as follows:
 - 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.
- 2. Section 8.0 of the Agreement, INDEMNIFICATION, shall be deleted and restated in its entirety to read as follows:

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 person, court costs, and reasonable attorneys' fees) occurring or resulting to any and all person, 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 negligence or willful misconduct

University Corporation at Monterey Bay Term: 09/26/2022 – 05/30/2023

NTE: \$49,999

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.

COUNTY shall indemnify, defend, and hold harmless the Contractor, State of California, the Trustees of the California State University, CSUMB, and its officers, volunteers, employees and agents of each of them, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of person, court costs, and reasonable attorneys' fees) occurring or resulting to any and all person, 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 COUNTY'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the negligence or willful misconduct of the Contractor. "COUNTY'S performance" includes COUNTY'S action or inaction and the action or inaction of COUNTY'S officers, employees, agents and subcontractors.

- **3.** Section 10.5 of the Agreement, ROYALTIES AND INVENTIONS, shall be deleted and restated in its entirety to read as follows:
 - 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 provide County any materials developed under this Agreement for review and comment prior to publication without limiting CONTRACTOR'S right to publish said material.
- 4. Except as provided herein, all other terms and conditions of the Standard Agreement with University Corporation at Monterey Bay shall remain in full force and effect.

****This section intentionally left blank****

IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – University Corporation at Monterey Bay

Approved:	Approved:
By: Cynthia E. Loper	By:
Cynthia E. Lopez Director, Sponsore	d Programs
Name and Title	Name and Title
Date: 8/26/2022 11:05 AM PDT	Date:
COUNTY OF MONTEREY	
Approxed as to Form:	Approved:
By Stary Satta Stacy Saetta Deputy County Counsel	By: Gary Glowy Gary Giboney Auditor/Controller
Date:8/29/2022 11:33 ^C	Couns 2/29/2022 11:38 AhiefTDeputy Auditor Controller
Approved:	
By: Director of Health	

EXHIBIT A

To Agreement by and between Health Department, hereinafter referred to as "County" AND

University Corporation of Monterey Bay, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

GRANT EVALUATION: CONSULT, DEVELOPMENT, AND IMPLEMENTATION

- A. Monterey County Health Department (MCHD) seeks to develop a health equity plan that operationalizes equity practices and provides a roadmap for the long-term sustainability of the department's health equity efforts. Components will include strategies on workforce capacity and supports, equity in policies and practices, planning and partnership approaches that strengthen equity. It may also include methods to more fully develop a health equity structure within MCHD, including a plan on how to integrate a Health Equity Officer/Office structure within MCHD to steward MCHD's health equity initiatives moving forward. A health equity task force made of staff from different MCHD Bureaus will support the plan's development during the contract period. CONTRACTOR will conduct its activities as directed by the GRANT PROJECT DIRECTOR in collaboration with other COUNTY staff. GRANT PROJECT DIRECTOR may adjust the activities described in applicable work plans, from time to time, and as required by Monterey County and other principle stakeholders in the evaluation process, within the contracted budget amount, including:
 - 1. Consult and meet regularly (monthly) with Monterey County Health Department (MCHD) staff and attend other project-related meetings as needed.
 - 2. Attend trainings and meetings related to evaluation activities.
 - 3. Provide an annual budget narrative summarizing any contract adjustments or requests.
- B. CONTRACTOR will perform Evaluation Development and Implementation work for the California Department of Public Health (CDPH), as part of the California Equitable Recovery Initiative (CERI) as requested by COUNTY Health Department as follows:

Consultant Responsibilities and Activities	Deliverables	Timeline	
Phase I: Discovery and prep work			
Review relevant materials (i.e., plans from other local health jurisdictions, guides to developing	3 – 4 examples of health equity	September - October	

University Corporation at Monterey Bay Term: 09/26/2022 – 05/30/2023

NTE: \$49,999

 equity plans, etc.) Compile, analyze materials, and draft summary of common themes/elements Review baseline MCHD equity assessment Phase II: Task Force Launch Convene a Health Equity Task Force made of 	plans from other local health jurisdictions A summary of common themes/elements Agenda for half-	October
MCHD leadership and frontline staff Facilitate an initial half-day meeting to review MCHD's Baseline Organizational Equity Assessment (https://www.surveymonkey.com/r/YRYSBJY) with the task force and to identify top health equity priorities for each bureau.	 day meeting Facilitate half-day meeting Summary of meeting outcomes 	
Phase III: Health Equity Plan Development		
 Begin drafting plan Quarterly planning meetings Continue convening the health equity task force monthly to get feedback on draft versions of the plan. Once a completed draft plan is ready, give all MCHD staff a 30-day review period to comment on the plan. After the 30-day review period and staff feedback has been incorporated into the plan, send the final draft to MCHD Director for final approval. 	 Final Health Equity plan, approved by MCHD Director PowerPoint summarizing plan components 	October - May

CONSULTANTS

- Vanessa Lopez-Littleton, PhD, RN (<u>vlittleton@csumb.edu</u>)
- Andrea Ibessaine, EdD (<u>aibessaine@csumb.edu</u>)
- One (1) CSUMB Student (To Be Determined)

B. PAYMENT PROVISIONS

B.1. 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 \$49,999 for services

rendered under this Agreement.

B.2 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$49,999 for the performance of <u>all things</u> <u>necessary</u> 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 budget:

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.

Budget Category	Amount	Total
Phase I: Research and Review		
 Conduct research to identify best practice models of health equity plans Develop a summary of goalposts (best practice components) for consideration for inclusion in the MCHD Racial Equity Plan 	2 Researchers and 1 Research Scholar	\$7,999
Phase II: Task Force Launch		
 Convene Health Equity Task Force meetings Facilitate half-day meeting Develop summary outcomes 	2 Researchers and 1 Research Scholar	\$17,000
Phase III: Plan Development		
 Draft Plan Development Quarterly Planning Meetings Final Plan 	2 Researchers and 1 Research Scholar	\$25,000
Total		
		\$49,999

***** This section intentionally left blank ******

B.3 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

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. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form as provided to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Monterey County Health Department no later than the thirtieth (30th) day of the month following the month of service. See above, for payment amount information to be reimbursed. 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 a Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

HDADMINFinance@co.monterey.ca.us

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

University Corporation at Monterey Bay Term: 09/26/2022 – 05/30/2023 NTE: \$49,999 shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

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.

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.

To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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.

	EXHIBIT B: CO	OST REIM ey County Health					/1		
		Invoice Nur	nher:						
Contractor:	University Corporation of Monterey Bay	-	noci.						
Address Line 1	100 Campus Center	County PO	No:	n/a					
Address Line 2	Seaside, CA 93940	-		, a					
	<u> </u>	Invoice Peri	iod:						
Tel. No.:	(831) 582-3107	-							
Fax No.:	(831) 656-0117	=							
Contract Term:		-							
Service Description	Rates of Payment	Total Cont Amount F		Reque	r Amount ested this eriod	Dollar Amount Requested to Date	Dollar Am Remaini		% of Total Contract amount
Personnel		\$	-	\$	-	\$ -	\$	-	#DIV/0!
Fringe Benefits		\$	-	\$	-	\$ -	\$	-	#DIV/0!
Travel		\$	-	\$	-		\$	-	#DIV/0!
Supplies		\$	-	\$	-		\$	-	#DIV/0!
Other		\$	-	\$	-		\$	-	#DIV/0!
Indirect Costs		\$	-	\$	-	\$ -	\$	-	#DIV/0!
TOTALS	5	\$	-	\$	-	\$ -	\$	-	#DIV/0!
accordance with the	rmation provided above is, to the best of my k contract claims that are maintained in our off	ice at the service			esented in th	•	e upon reques	st.	
litle	:	-			i elepnone:	-			
HDADI	nail to: Krista Hanni, MS, PhD MINFinance@co.monterey.ca.us annikd@co.monterey.ca. us	Authorization for Payment Authorized Signatory						Date:	
		1	J .2.20	,		-			<u> </u>

NOTE: All invoices must be accompanied by a general ledger report indicating all Salaries, Wages, and Fringe benefits, all Operating expenses including rentals, leases, supplies, and services, taxes, fees, and all Indirect Costs.



Monterey County

Item No.15

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

September 20, 2022

Board Report

Legistar File Number: A 22-484

Introduced: 8/30/2022 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 a Facilities Agreement between the County of Monterey and Rentokil North America, Inc. DBA Western Exterminator Co. for a retroactive term of May 10, 2022 to July 31, 2024 for the provision of monthly extermination and exclusion services within the designated HVAC Cage units at 299 12th St., Marina, Ca. 93933 in the amount of \$18,241 for Fiscal Years (FY) FY 2022-23 FY 2023-24, for a total Agreement amount not to exceed \$18,241; and

b. Authorize the Director of Health or the Assistant Director of Health to sign up to two (3) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$1,824) 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 the Assistant Director of Health to execute a Facilities Agreement between the County of Monterey and Rentokil North America, Inc. DBA Western Exterminator Co. for a retroactive term of May 10, 2022 to July 31, 2024 for the provision of monthly extermination and exclusion services within the designated HVAC Cage units at 299 12th St., Marina, Ca. 93933 in the amount of \$18,241 for Fiscal Years (FY) FY 2022-23 FY 2023-24, for a total Agreement amount not to exceed \$18,241; and
- b. Authorize the Director of Health or the Assistant Director of Health to sign up to two (3) future amendments to this Agreement where the total amendments do not exceed ten percent (10%) (\$1,824) of the original contract amount and do not significantly change the scope of work.

SUMMARY/DISCUSSION:

The Monterey County Mental Health Facility, located at 299 12th St., Marina, Ca. 93933, underwent a \$2.6 million dollar upgrade in 2021, that included the installation of brand-new AC units. One month after project completion, during scheduled maintenance, HVAC unit electrical damage was identified, resulting in inoperable AC units. Val's Plumbing was onsite as an emergency request to repair the damages caused by rodents. In addition to the repairs, Val's Plumbing had to completely replace one AC unit costing close to \$50,000.

Val's Plumbing could only render repair and replacement services of the AC units, they are not adept to perform preventative measures involving pest control and mechanical engineer services to protect and prevent further rodent damage. Resolution includes pest control and mechanical engineering services; installing Rodent Barrier Systems that protect the AC units. The Health Department attempted to utilize the County Service Agreement with Monterey Bay Pest Control to provide the

services; however, Monterey Bay Pest Control could not provide these specialized services. Due to the urgency and safety concerns of this situation, the Health Department Facilities Team took emergency action and permitted Western Exterminator to inspect and repair the damages and install preventative Rodent Barrier Systems.

Approval of the recommended action will allow the County to pay Western Exterminator for rendered services and for Western Exterminator to provide the necessary monthly inspections of the AC Units' Rodent Barrier Systems at the Marina Mental Health Facility (repairing/replacing Rodent Barrier Systems as needed), preventing additional AC unit replacement costs and maintaining the safety and properly operating facility for our staff and clients.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goals: 2. Enhance community health and safety through prevention, 4. Engage MCHD workforce and improve operational functions to meet current and developing population health needs. It also supports one or more of the ten essential public health services, specifically: 8. Assure a competent public and personal health care workforce.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:

There are sufficient appropriations in the Health Department Fiscal Year (FY) 2022-23 Adopted Budget for Behavioral Health (023-HEA012-8410) to cover services and products. The Health Department will include this Agreement in its 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



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-484

Introduced:8/30/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

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Legistar File Number: A 22-484

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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.

Legistar File Number: A 22-484

Prepared by: Alfredo Belman, Project Manager 755-4830

Approved by:

DocuSigned by:

Date: 9/1/2022 + 7:16 AM PDT

Elsa Mendoza Jimenez, Director of Health 755-4526

Attachments:

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:

Rentokil North America, Inc. DBA Western Exterminator Co.

(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: Monthly Extermination and Exclusion services within designated HVAC Cage units at 299 12th Street, Marina, Ca. 93933.

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: \$18.241

3.0 TERM OF AGREEMENT:

- 3.01 The term of this Agreement is from May 10, 2022 to

 July 31, 2024 , unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: N/A

Rentokil North America, Inc. DBA Western Exterminator Co. Term: 05/10/2022 to 07/31/2024 NTE: \$18,2 **133**

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.

Revised 9/3/21 2 of 11 Agreement ID:

- 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 <u>not</u> 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.

Revised 9/3/21

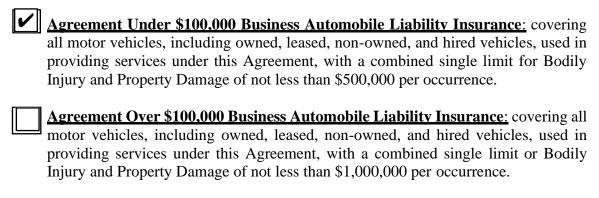
9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

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.



(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

4 of 11 Revised 9/3/21 Agreement ID: 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.

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:

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

> Rentokil North America, Inc. DBA Western Exterminator Co. Term: 05/10/2022 to 07/31/2(138

> > NTE: \$18,241

6 of 11 Revised 9/3/21 Agreement ID: 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 prepaid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:		
Chris Le Venton, Operations Manager	Bud Kennedy, Regional Account Executive		
Name and Title	Name and Title		
1270 Natividad Rd. Salinas, Ca. 93906	1840 Muraoka Dr., Suite 140 Gilroy, Ca. 95020		
Address	Address		
831.755.4513	808.585.1064		
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 <u>Contractor:</u> 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.
- 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.

Rentokil North America, Inc. DBA Western Exterminator Co. Term: 05/10/2022 to 07/31/2024

- 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 <u>Time is of the Essence:</u> 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 <u>Counterparts:</u> 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 <u>Integration:</u> 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 <u>Interpretation of Conflicting Provisions:</u> 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

Revised 9/3/21 9 of 11 Agreement ID:

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 *******

10 of 11 Agreement ID:

18.0 SIGNATURE PAGE.

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

CONTRACTOR

ı

COUNTY OF MONTEREY	001111110101
COUNTI OF MONTERES	Rentokil North America, Inc. DBA Western Exterminator Co.
By:	DocuSigned by: Contractor/Business Name *
Contracts/Purchasing Officer	By: Brian Mcleod
Date:	(Signature of Chair, President, or Vice-President) Brian McLeod District Manager
Ву:	Name and Title
Department Head (if applicable)	Date: 8/29/2022 11:54 AM PDT
Date:	
Approved as to Form Office of the County Counsel Leslie J. Girard, County Counsel By: Stay Sutta Stacy Saetta	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
County Counsel	Asst. Heastiel)
Date:8/30/2022 11:24 c4Mi ePP Toeputy County	Counsel. Name and Title
	Date:
Approved as to Fiscal Provisions	
Ву:	
Auditor/Controller	
Date:	
Approved as to Liability Provisions Office of the County Counsel-Risk Manager Leslie J. Girard County Counsel-Risk Manager By Gary Ghowy Gary Giboney Risk Management	
Date:8/30/2022 11:31CAMeFDTeputy Auditor	controller
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.

Rentokil North America. Inc. DBA Western Exterminator Co. Term: 05/10/2022 to 07/31/2024

NTE: \$18,2 143

11 of 11 Agreement ID:

Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

EXHIBIT A

To Agreement by and between Monterey County Health Department, hereinafter referred to as "County" AND

Rentokil North America, Inc. DBA Western Exterminator, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- **A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
 - 1. Monthly Extermination and Exclusion services within designated HVAC Cage Units at 299 12th Street, Marina, Ca. 93933:
 - Service of Rodent Barrier System installed within the HVAC Cage.
 - Inspection to be performed during each service to ensure Rodent Barrier System excluding all of the units, is intact and protecting each unit.
 - Minor repairs as required to be performed during service, as needed.
 - Replacement and installation of STS Rodent devices in HVAC cage under metal casing for conduit lines, as needed.
 - Replacement and installation of Rodent Bait Stations inside cage for additional rodent control, as needed.
 - Necessary repairs and reinstallation of Rodent Barrier System on applicable replaced unit(s).
 - *Repairs will only be performed on exclusion work performed.
 - *If any of the exclusion work has been tampered with or vandalized, those repairs will not be covered and will require an additional charge. An inspection will be performed to determine pricing.

Cost estimate for monthly inspection services for 24 months: \$3,725.04 Cost estimate for servicing Rodent Barrier System for 24 months: \$12,000 Payment for Services invoiced on 5/10/2022, \$1,741

All written reports required under this Agreement must be delivered to Chris Le Venton County's or designee Contract Manager, in accordance with the schedule above.

Rentokil North America, Inc. DBA Western Exterminator Term: 05/10/2022 to 07/31/2024

NTE: \$18.241

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$18,241 for the performance of <u>all things</u> <u>necessary</u> for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Service	Cost	Cost Schedule
Service/Inspection	\$155.21	Monthly
STS Rodent Devices	\$12.00	As needed/required
Rodent Bait Stations	\$15.00	As needed/required
Service of Rodent Barrier System	\$12,000	As needed/required

<u>Prevailing Wages</u>. 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/dlsr/DPreWageDetermination.htm.

<u>DIR Registration</u>. During the entire term of this Agreement, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

Rentokil North America, Inc. DBA Western Exterminator Term: 05/10/2022 to 07/31/2024

NTE: \$18.241

INVOICES

Invoices will include specific detail about charge for each instance.

Invoices may be emailed directly to: MCHDBHFinance@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.

Rentokil North America, Inc. DBA Western Exterminator Term: 05/10/2022 to 07/31/2024

NTE: \$18,241



Monterey County

Item No.16

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

September 20, 2022

Board Report

Legistar File Number: A 22-492

Introduced: 9/2/2022 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 Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355 with Seneca Family of Agencies dba Kinship Center for the provision of mental health services, retroactive to July 1, 2022, to extend the term for one (1) additional fiscal year and add \$5,949,702 of additional services, for a revised total Agreement amount not to exceed \$19,274,021 for a new term of July 1, 2019 through June 30, 2023; and

b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to one (1) future amendment that does not exceed ten percent (10%) (\$1,927,402) of the revised Agreement amount and does 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 a Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355 with Seneca Family of Agencies dba Kinship Center for the provision of mental health services, retroactive to July 1, 2022, to extend the term for one (1) additional fiscal year and add \$5,949,702 of additional services, for a revised total Agreement amount not to exceed \$19,274,021 for a new term of July 1, 2019 through June 30, 2023; and

b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to one (1) future amendment that does not exceed ten percent (10%) (\$1,927,402) of the revised Agreement amount and does not significantly change the scope of work.

SUMMARY/DISCUSSION:

Seneca Family of Agencies dba Kinship Center provides mental health services to Monterey County children and youth and their families and/or caregivers who are in foster care, require aid to adoption, or are in adoption preservation. The programs promote improvement in the child's overall functioning within his/her family, school, peer group and community; a reduction in the risk of mental health disabilities, an improvement with family member's mental health and well-being to improve the child's mental health functioning; and a reduction in the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility. The Renewal and Amendment No. 5 adds services to Programs 5 and 6, and a new Program 8: Family Partner. The Family Partner program provides peer support to family members of clients receiving mental health services and supports families in navigating the system of care to assists them in achieving their individual/family goals. This Renewal and Amendment No. 5 is retroactive to July 1, 2022 due to

prolonged contract and rate negotiations.

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 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

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 Mental Health Federal Financial Participation (MH FFP) (51%), 2011 Realignment-Early Periodic Screening, Diagnosis, and Treatment (EPSDT) (27%), Mental Health Services Act-CSS (MHSA) (10%), MHSA PEI (1%), California Health Facilities Financing Authority (CHFFA) (5%), Family Urgent Response (4%), and SAMHSA (2%). The funds for FY 2021-22 have been included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2021-22 Adopted Budget. The funds for this Agreement for FY 2022-23 have been included in the Health Department's (HEA012, Unit 8410) 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:				
Renewal and Amendment No. 5				
Amendment No. 4				
Amendment No. 3				
Amendment No. 2				
Amendment No. 1				
Agreement				



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-492

Introduced:9/2/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

a. Approve and authorize the Director of Health or Assistant Director of Health to execute a Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355 with Seneca Family of Agencies dba Kinship Center for the provision of mental health services, retroactive to July 1, 2022, to extend the term for one (1) additional fiscal year and add \$5,949,702 of additional services, for a revised total Agreement amount not to exceed \$19,274,021 for a new term of July 1, 2019 through June 30, 2023; and

b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to one (1) future amendment that does not exceed ten percent (10%) (\$1,927,402) of the revised Agreement amount and does 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 a Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355 with Seneca Family of Agencies dba Kinship Center for the provision of mental health services, retroactive to July 1, 2022, to extend the term for one (1) additional fiscal year and add \$5,949,702 of additional services, for a revised total Agreement amount not to exceed \$19,274,021 for a new term of July 1, 2019 through June 30, 2023; and

b. Approve and authorize the Director of Health or Assistant Director of Health to approve up to one (1) future amendment that does not exceed ten percent (10%) (\$1,927,402) of the revised Agreement amount and does not significantly change the scope of work.

SUMMARY/DISCUSSION:

Seneca Family of Agencies dba Kinship Center provides mental health services to Monterey County children and youth and their families and/or caregivers who are in foster care, require aid to adoption, or are in adoption preservation. The programs promote improvement in the child's overall functioning within his/her family, school, peer group and community; a reduction in the risk of mental health disabilities, an improvement with family member's mental health and well-being to improve the child's mental health functioning; and a reduction in the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility. The Renewal and Amendment No. 5 adds services to Programs 5 and 6, and a new Program 8: Family Partner. The Family Partner program provides peer support to family members of clients receiving mental health services and supports families in navigating the system of care to assists them in achieving their individual/family goals. This Renewal and Amendment No. 5 is retroactive to July 1, 2022 due to prolonged contract and rate negotiations.

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 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

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 Mental Health Federal Financial Participation (MH FFP) (51%), 2011 Realignment-Early Periodic Screening, Diagnosis, and Treatment (EPSDT) (27%), Mental Health Services Act-CSS (MHSA) (10%), MHSA PEI (1%), California Health Facilities Financing Authority (CHFFA) (5%), Family Urgent Response (4%), and SAMHSA (2%). The funds for FY 2021-22 have been included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) FY 2021-22 Adopted Budget. The funds for this Agreement for FY 2022-23 have been included in the Health Department's (HEA012, Unit 8410) 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

Legistar File Number: A 22-492

Approved by:

DocuSigned by:

 $Date.9/6/2022 \mid 10:02 \text{ AM PDT}$

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Renewal and Amendment No. 5

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Agreement

RENEWAL AND AMENDMENT NO. 5 TO MENTAL HEALTH SERVICES AGREEMENT A-14355 BY AND BETWEEN COUNTY OF MONTEREY AND SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER

THIS RENEWAL AND AMENDMENT NO. 5 is made to MENTAL HEALTH SERVICES AGREEMENT A-14355 by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-14355 for the provision of mental health services to children and their families in the amount of \$7,723,920 for the term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT No. 1 to AGREEMENT A-14355 to add a new Program 5: Mobile Crisis Support Team and Program 6: Wraparound and revise the total AGREEMENT to \$12,555,719 for the term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to AGREEMENT A-14355 to revise Programs 1, 2, 5, and 6, terminate Programs 3 and 4, and add a new Program 7: Mental Health Enhanced Foster Care for a revised total Agreement amount not to exceed \$13,322,616 for the same term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3. to AGREEMENT A-14355 to revise Program 5 units and rates for Fiscal Year (FY) 2020-21 and FY 2021-22 for a revised total Agreement amount not to exceed \$13,324,319 for the same term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 4 to AGREEMENT A-14355 to increase the rates and decrease the units in Programs 1, 2, 6, and 7 for FY 2021-22 for the same total Agreement amount not to exceed \$13,324,319 for the same term July 1, 2019 to June 30, 2022; and

WHEREAS, the AGREEMENT expired by its terms on June 30, 2022; and

WHEREAS, the COUNTY and CONTRATOR wish to renew and amend AGREEMENT A-14355 to, extend the term for one (1) additional FY, add services to Program 5 and 6 in FY 2021-22, revise the rates in Program 7 for FY 2022-23, and add a new Program 8: Family Partner in FY 2021-22, for a revised total Agreement amount not to exceed \$19,274,021 for the new term of July 1, 2019 – June 30, 2023,

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

Seneca Family of Agencies dba Kinship Center Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355 July 1, 2019 – June 30, 2023

- 1. Section IV. TERM AND TERMINATION, A. Term. Shall be amended by removing "This Agreement shall be effective July 1, 2019 and shall remain in effective until June 30, 2022" and replacing it with "This Agreement shall be effective July 1, 2019 and shall remain in effective until June 30, 2023."
- 2. EXHIBIT A-5: PROGRAM DESCRIPTION replaces EXHIBIT A-2. All references in the AGREEMENT to EXHIBIT A-2 shall be construed to refer to EXHIBIT A-5.
- 3. EXHIBIT B-5: PAYMENT AND BILLING PROVISIONS replaces Exhibit B-4. All references in the Agreement to Exhibit B-4 shall be construed to refer to EXHIBIT B-5.
- 4. EXHIBIT H-5: BUDGET AND EXPENDITURE REPORT replaces EXHIBIT H-4. All references in the AGREEMENT to EXHIBIT H-4 shall be construed to refer to EXHIBIT H-5.
- 5. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 5 and shall continue in full force and effect as set forth in the AGREEMENT.
- 6. This RENEWAL AND AMENDMENT NO. 5 shall be effective April 1, 2022.
- 7. A copy of this RENEWAL AND AMENDMENT NO. 5 shall be attached to the original AGREEMENT executed by the COUNTY on June 24, 2019.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Renewal and Amendment No. 5 as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
By:			SENECA FAMILY OF AGENCIES
	Contracts/Purchasing Officer		DBA KINSHP CENTER
			Contractor's Business Name*
Date:			DocuSigned by:
		By:	Leticia Galyean
			(Signature of Chair, President, or
By:			Vice-president) *
	Department Head (if applicable)		Leticia Galyean President and CEO
Date:			Name and Title
Date.		Date:	8/29/2022 4:22 PM PDT
By:			
•	Board of Supervisors (if applicable)		
Date:			
Appro	ved as to Form 1DocuSigned by:		— DocuSigned by:
By:	Stary Southa	By:	Jawt Briggs 157F22318653460
	County Counsel		(Signature of Secretary, Asst. Secretary,
	8/30/2022 11:23 AM PDT		CFO, Treasurer or Asst. Treasurer) *
Date:			Janet Briggs CFO
Appro	ved as to Fiscal Provisions ² — Docusigned by:		Name and Title
• •	Gary Giboney	Date:	8/30/2022 7:46 AM PDT
By:	D3834BFEC1D8449		
	Auditor/Controller 8/30/2022 11:28 AM PDT		
Date:	8/30/2022 11:28 AM PDI		
Appro	ved as to Liability Provisions ³		
By:			
-	Risk Management		
Date:			

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval 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

Seneca Family of Agencies dba Kinship Center Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355 July 1, 2019 – June 30, 2023

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-5: PROGRAM DESCRIPTION

PROGRAM 1: D'ARRIGO OUTPATIENT

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies dba Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

The D'Arrigo Outpatient program provides outpatient Mental Health Services, Medication Support and Case Management to eligible children, youth and their families who require outpatient services; and Crisis services for infrequent situations where child/youth is in a foster care home and requires Crisis services for stabilization in the home. Services will promote the mental health of children whose social and emotional well-being has been negatively impacted by loss and trauma associated with poor family functioning, abuse, neglect, domestic violence, parental incarceration and parental substance abuse. The program specializes in serving foster care, adoption care, and adoption preservation and will use their expertise in permanency, development, attachment and trauma to support the well-being of the entire family.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

III. PROGRAM GOALS

- A. Improve the child's overall functioning within his/her family, school, peer group and community; and reduce the incidence and risk of mental health disabilities.
- B. Improve family member's mental health and well-being to improve the child's mental health functioning through the provision of collateral, group, individual and/or family therapy.
- C. Reduce the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of 150 children, youth and families using the "FSP" model.
 - 1. Utilize a holistic approach that is child centered and family focused.
 - 2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
 - 3. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
 - 4. 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.
 - Services will be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
 - 6. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
 - 7. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department.
 - 8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
 - 1. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
 - 2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
 - 1. Racial Equity Goal Reach target level of Latino engagement of 75% or above.
 - 2. Geographic Equity Goal Reach target level of South County engagement of 20% or above.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (EHR)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Reduce the level of functional impairment of child or youth.
 - a. Data Source: Avatar EHR and administrating pre and post-tests
- D. Reduce the volume and level of parental stress.
 - Data Source: Administrating pre and post-tests

VI. TREATMENT SERVICES

A. **Mode of Service:** Outpatient

Outpatient Mental Health Services, Medication Support, Crisis Intervention, and Case Management services delivered in clinic, home and community settings, as indicated. Medication Support is offered in person or via telepsychiatry. Units of Service is per minute. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Delivery Sites

- 1) 124 River Road Salinas, CA 93908
- 2) 1180 Broadway St. King City, CA 93930

C. Hours of Operation

The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child/youth and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support beyond two visits per month, and IHBS requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to six (6) months; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

<u>Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:</u> Covered specialty mental health services shall be provided to enrolled beneficiaries under the age of 21 who meet **either of the following criteria**, (1) **or** (2) below:

(1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- (2) The beneficiary meets **both of the following requirements in a) and b)**, below:
 - a) The beneficiary has at least one of the following:
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

AND

- b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
- C. Report on each Outcome Objective in Section V.

XII. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XIII. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D. Behavioral Health Services Manager, Children Services Family Assessment Support and Treatment Programs 1000 South Main Street, Suite 210B Salinas, CA 93901 (831-755-8430

Seneca Family of Agencies dba Kinship Center Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355 July 1, 2019 – June 30, 2023

PROGRAM 2: EARLY CHILDHOOD TREATMENT

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies dba Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

The Early Childhood Treatment program provides outpatient Mental Health Services, Medication Support, and Case Management, as needed, to infants and children from birth to 5 years of age, and their families (including older siblings that present with mental health needs that are not being provided for through other County Programs). Mental Health Services include individual, family or group therapies and interventions that are designed to provide reduction of mental disability, and improvement and maintenance of functioning consistent with the goals of learning, development, future independent living and enhanced self-sufficiency. Program services are for children that have not experienced pre-natal substance exposure or other in-utero genetic challenges. The focus of the program will be to serve infants and young children who are exhibiting early signs of attachment disruption, poor attunement with their caregivers, and exhibiting trauma symptoms and related behavioral dysregulation. Such services will improve the early attachment relationship, resolve trauma experiences for children as well as the impact of trauma on a child and his/her family, and reduce mental health symptoms.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

III. PROGRAM GOALS

- A. Improve the child's overall functioning, support the child's parent/caregiver, improve the family's well-being, and address specific attachment relationship and mental health issues that impact the life of the child and his or her family.
- B. Reduce parental and/or familial stress with the parent skills development in evidence informed reflective parenting.
- C. Support and empower the child's parent(s)/caregiver(s) by providing knowledge, skills, and strategies to provide effective parental support, including knowledge, skills, and strategies related to the experience of loss and trauma, to in turn improve the child's mental health functioning.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of thirty (30) children, youth and families using the "FSP" model.
 - 1. Utilize a holistic approach that is child centered and family focused.
 - 2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
 - 3. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
 - 4. 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.
 - Services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
 - 6. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
 - 7. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department
 - 8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
 - 1. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
 - 2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
 - 1. Racial Equity Goal Reach target level of Latino engagement of 75% or above.
 - 2. Geographic Equity Goal Reach target level of South County engagement of 20% or above.

V. OUTCOMES OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (HER)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Improve the child's functioning within his/her family, pre-school, peer group and community.
 - Data Source: Pre and post-tests and CANS domains scores for children age 0-5.
- D. Reduce the volume and level of parental stress
 - Data Source: Pre and post-tests and CANS domains scores for family needs and strengths.

VI. TREATMENT SERVICES

A. **Mode of Service:** Outpatient

Outpatient Mental Health Services, Medication Support and Case Management services delivered in clinic, home and community settings, as indicated. Units of Service is per minute. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Delivery Sites

- 1) 124 River Road Salinas, CA 93908
- 2) 1180 Broadway St. King City, CA 93930

C. Hours of Operation

The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV (DSM-V starting in October 2015) diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support beyond two visits per month, and IHBS requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to twelve (12) months; any extension requires consultation with the MCBH Health Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

<u>Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:</u> Covered specialty mental health services shall be provided to enrolled beneficiaries under the age of 21 who meet **either of the following criteria**, (1) **or** (2) below:

(1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- (2) The beneficiary meets **both of the following requirements in a) and b)**, below:
 - a) The beneficiary has at least one of the following:
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

AND

- b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

Diagnosis of children birth to five will be made using DC: 0-5 and the crosswalk to the DSM and/or ICD.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as an FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
- C. Report on each Outcome Objective in Section V.

XII. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XIII. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D. Behavioral Health Services Manager, Children Services Family Assessment Support and Treatment Programs 1000 South Main Street, Suite 210B Salinas, CA 93901 (831-755-8430

Seneca Family of Agencies dba Kinship Center Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355 July 1, 2019 – June 30, 2023

PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT

**Effective March 8, 2021 the Hospital Alternative Placement program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies dba Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

Hospital Alternative Placement (HAP) is a short-term, intensive, highly coordinated, trauma-informed, and individualized intervention home-based alternative to residential group homes, inpatient, or institutional care. The program provides Medi-Cal Specialty Mental Health Services (SMHS) and Therapeutic Foster Care services under the ESPDT benefit by a Professional Parent and clinical team. Hospital Alternative Placement is part of a spectrum of resources, supports, and services needed to maintain foster youth, and juvenile probation involved youth, in family-based home settings while promoting permanency for the youth through family reunification, adoption, or legal guardianship.

The service model is intended for children/youth up to age 21 with complex emotional and behavioral needs who are placed in a home with trained and intensely supervised and supported Professional Parents to receive frequent intensive mental health support to the child/youth in a family environment. Professional Parents serve as mental health service providers of rehabilitation interventions prescribed within the child/youth's mental health treatment plan under the supervision and direction of a Licensed Practitioner of the Healing Arts (LPHA) or Licensed Mental Health Professional (LMHP). Professional Parents are highly trained caregivers who have agreed to accept a high-needs child/youth for up to six months, have agreed to a "no eject, no reject" policy, and are committed to support a child/youth regardless of any behavioral challenges that emerge. In addition to home-based support by Professional Parents, the child/youth also receive intensive, individualized mental health interventions provided by a clinical team. The clinical team works collaboratively to support the youth and family in creating safety and treatment plans to address mental health needs, ensure stabilization, and support permanency. The clinical team provides mental health services, family finding and engagement, mobile response and crisis intervention; and coordinated services in the home or other community settings.

III. PROGRAM GOALS

- A. Improve the child/youth's functioning and wellbeing to achieve permanency or move to less restrictive/intensive treatment settings.
- B. Reduce the possibility of future residential care, Short-Term Residential Therapeutic level facilities, period inpatient hospitalization, or placement at an out of state facility.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR will collaborate and coordinate with the SMHS care coordinator and Child and Family Team (CFT); and integrate Professional Parents, appropriate clinical staff and County to ensure mental health service care coordination and implementation of the treatment plan for HAP services.
- B. CONTRACTOR will actively participate in the CFT to understand the child/youth's need and identify supports for the child and family including placement with a Professional Parent who can best meet the child/youth's needs.
- C. CONTRACTOR will provide SMHS, including Intensive Care Coordination, Intensive Home Base Services, Case Management, Mental Health Services, Therapeutic Behavioral Services, Medication Support, and Crisis Intervention services that may need to be available 24-hours a day, 7 days a week.
- D. CONTRACTOR will monitor the child/youth's progress in meeting plan goals related to the provision of EPSDT services provided under a HAP service model.
- E. CONTRACTOR will recruit foster care Professional Parents to provide Therapeutic Foster Care (TFC) to children/youth in the HAP Program. Professional Parents must meet and comply with all basic foster care or resource parent requirements as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 or Welfare and Institutions (W&I) Code 16519.5; and meet Resource Family approval standards.
- F. CONTRACTOR will provide competency-based training to Professional Parents both initially and ongoing and incorporate evidence informed practices in the training.
- G. CONTRACTOR's licensed staff, LPHA or a LMHP, will provide ongoing direct supervision and intensive support to the Professional Parents to ensure services align with the client plan, and review and co-sign each daily progress note by the Professional Parent to ensure progress note meets medical necessity and State Medi-Cal documentation standards.
- H. Under the supervision of CONTRACTOR licensed staff, Professional Parents will:
 - 1. Provide direct trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan including providing skills-based interventions (including coaching and modeling), functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implement the risk management/safety components of the child/youth's plan;
 - 3. Participate as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assist or link the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observe, monitor, and alert the Hospital Alternative Program Agency and members of the CFT about changes in the child/youth's needs;
 - 6. Provide one or more of the following service components under the TFC service model: Plan development, Rehabilitation, and Collateral;
 - 7. Write a daily progress note for services provided that meet medical necessity and are in accordance with state Medi-Cal documentation standards.

I. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (EHR)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Reduce the level of functional impairment of a child or youth.
 - Data Source: CANS
- D. Reduce psychiatric hospitalization rates for children as well as a reduction in and visits to emergency room or other acute facilities, and STRTP level facilities.
 - Data Source: CONTRACTOR's EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services Units of Service is per minute
- 2. Therapeutic Foster Care Units of Service is per day

B. Delivery Sites

CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental

Health Services including Therapeutic Behavioral Services require prior authorization in coordination with the CFT. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Average recommended range for service dosage for HAP outpatient services will be up to three (3) hours of billable services per day. The recommended caseload for this program is one (1) to two (2) cases. Average length of stay will be six (6) months as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated COUNTY staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

- A. Diagnostic Spectrum and Functional Impairment of population served:
 - 1. Hospital Alternative Placement program will provide services to clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in community settings, to help clients achieve agreed upon desired outcomes, and to achieve a sense of their own power and ability to positively influence their own lives.
 - 2. The diagnostic spectrum includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, and dual diagnosis (mental health, developmental disability or drug and alcohol related diagnosis).
- B. Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):
 - 1. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
 - 2. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - a. A significant impairment in an important area of life functioning, or
 - b. A probability of significant deterioration in an important area of life functioning, or
 - c. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

This current agreement is for two (2) eligible Monterey County residents who have full scope Medi-Cal and are authorized for services by the MCBH Case Manager. New eligible Monterey County residents referred to the program will require an amendment to this agreement. The population served include but are not limited pregnant or parenting; younger youth (client's ages 6-12 with severe mental health Issues and behaviors); Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) Youth; cognitively low functioning with mental health and behavioral issues; and special medical and health care needs.

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XII. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XIII. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the MCBH Designated Contract Monitor:
 - 1. Total number of children/youth receiving service and length of stay;

- 2. Number of CFT meetings are attended on a quarterly basis;
- 3. Number of children/youth who have returned to higher levels of care; and
- 4. Year-end narrative report identifying areas of success and challenges in the prior year.
- 5. Report on each Outcome Objective in Section V.

XIV. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XV. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

PROGRAM 4: COMPASS

**Effective March 8, 2021 the Compass program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 510-654-4004

II. PROGRAM NARRATIVE

The Comprehensive Assessment and Stabilization Services (COMPASS) program is a licensed Short Term Residential Therapeutic Program (STRTP) that serves children/youth with acute mental health needs whose crisis behaviors have resulted in a need for temporary out-of-home care. The COMPASS program site is comprised of multiple single-family homes in close proximity to one another to create and allow for a sense of community while maximizing shared resources. The home-like, family-based residential setting utilizes Professional Parents and a multi-tiered approach to stabilization that includes an intensive array of services on a short-term basis to support effective crisis stabilization and linkage to a rich array of community-based supports.

The COMPASS program provides Emergency Placement with Crisis Stabilization services for children/youth with acute mental health needs requiring 24/7 in-person support. The program Professional Parent provides 24-hour support to stabilize, prevent or divert youth in crisis from hospitalization. Children/youth who step down from the Emergency Placement with Crisis Stabilization tier, or who enter the COMPASS program at a lower level of intensity receive Intensive Services Foster Care level of service and Therapeutic Foster Case (TFC) services. This includes youth in need of extensive caregiver support, who are more easily triggered, or are less likely to be successful with other youth in the home. The COMPASS program is designed to allow the same Professional Parent the flexibly to provide either tier of service to adapt to the needs of each youth without the need for physical change in placement or relational disruption.

III. PROGRAM GOALS

- A. Provide trauma-informed therapeutic interventions and integrated programming designed to treat and ameliorate the behavioral health symptoms and improve functioning.
- B. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
- C. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.

- D. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.
- E. Enhance the psychosocial health and development of the child within the context of the client's families, peer group, and community.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide specialty mental health services to eligible Monterey County youth residing in the program.
 - 1. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
 - 2. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
 - 3. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
 - 4. Specialty Mental Health Services include Intensive Care Coordination, Intensive Home Base Services, Case Management, Mental Health Services, Therapeutic Behavioral Services, Medication Support, and Crisis Intervention services.
 - 5. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal.
 - 6. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.
- B. CONTRACTOR will receive referrals only through the COUNTY Inter-Agency Placement Committee (IPC) or an Individual Education Plan (IEP). All referrals for services will be assessed for eligibility according to the following criteria:
 - 1. Evidence of symptoms of mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205.
 - 2. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.
- C. CONTRACTOR shall maintain staffing requirement:
 - 1. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22 and Medi-Cal regulations.
 - 2. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
 - 3. Staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific

- licensure requirements. The CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
- 4. Provide ongoing clinical supervision to practitioners involved in direct service to clients.
- 5. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- D. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- E. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
 - 1. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: http://qi.mtyhd.org/wp-content/uploads/2018/10/CANS_ANSA_PSC35.pdf
 - 2. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
 - 3. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
 - 4. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
 - 5. CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, by first quarter of the AGREEMENT.
- F. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
 - 1. A CFT is a highly facilitated process and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
 - 2. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
 - 3. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.

- 4. The CONTRACTOR will make CANS data available for the CFT in conformity with all applicable laws.
- G. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level placement.
 - 1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
 - 2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
 - 3. Provide notification to COUNTY of any hospitalization.
- H. CONTRACTOR will recruit Professional Parents to provide Therapeutic Foster Care (TFC) to children/youth in placement. Professional Parents meet and will comply with all basic foster care or resource parent requirements as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 or Welfare and Institutions (W&I) Code 16519.5; and meet Resource Family approval standards.
- I. CONTRACTOR will provide competency-based training to Professional Parents both initially and ongoing and incorporate evidence informed practices in the training.
- J. CONTRACTOR's licensed staff, LPHA or a LMHP, will provide weekly and ongoing direct supervision and intensive support to the Professional Parents to ensure services align with the client plan, and review and co-sign each daily progress note by the Professional Parent to ensure progress note meets medical necessity and State Medi-Cal documentation standards.
- K. Under the supervision of CONTRACTOR licensed staff, Professional Parents will:
 - 1. Provide direct trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan including providing skills-based interventions (coaching and modeling), functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implement the risk management/safety components of the child/youth's plan;
 - 3. Participate as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assist or link the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observe, monitor, and alert the CONTRACTOR and members of the CFT about changes in the child/youth's needs;
 - 6. Provide one or more of the following service components under the TFC service model: Plan development, Rehabilitation, and Collateral;
 - 7. Write a daily progress note for services provided that meet medical necessity and are in accordance with state Medi-Cal documentation standards.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar EHR
- B. Clients will demonstrate improved use of strength and positive coping skills.

- Data Source: CANS, etc.
- C. Reduce the level of functional impairment of a child or youth.
 - a. Data Source: CANS
- D. Reduce psychiatric hospitalization, visits to emergency room or other acute facilities, and number of placements in STRTP level facilities
 - CONTRACTOR's EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services Units of Service is per minute.
- 2. Therapeutic Foster Care Units of Service is per day
- B. Service Delivery Sites: Each home accommodates only one youth at a time.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health Bureau (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental Health Services require prior authorization in coordination with the Child and Family Team (CFT). The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Average recommended range for service dosage for outpatient services in the COMPASS program will be up to three (3) hours of billable services per day. Average length of stay will be 15-45 days as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated County staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

XIV. CLIENT DESCRIPTION/CHARACTERISTICS

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

XV. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

XVI. POPULATION AND FINANCIAL ELIGIBLITY

Monterey County children/youth who are full scope Medi-Cal eligible, and have been screened through the County Interagency Placement Committee, or any youth placed through the IEP process. The current Agreement is for two (2) eligible residents of Monterey County. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XVII. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XVIII. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XIX. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the MCBH Designated Contract Monitor:
 - 1. Total number of children/youth receiving service and length of stay;
 - 2. Number of CFT meetings are attended on a quarterly basis;
 - 3. Number of children/youth who have returned to higher levels of care; and
 - 4. Year-end narrative report identifying areas of success and challenges in the prior year.
 - 5. Report on each Outcome Objective in Section V.

XVI. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XVII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

PROGRAM 5: MOBILE CRISIS SUPPORT TEAM

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies dba Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

The Mobile Crisis Support Team (MCST) provides community-based mental health crisis response, triage, and stabilization to children and youth up to 21 years of age, and their family who are experiencing immediate acute mental health crisis. The MCST will triage crisis calls placed to a support line and travel in Monterey County communities to provide risk/safety assessment and crisis intervention; collaborate with existing treatment team members; provide linkage for youth and families in need of further mental health services, coordinate with emergency response; and provide follow up services. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events. The MCST provides 24 hours, 7 days a week immediate mental health crisis service.

The MCST program is partially funded by a COUNTY awarded Investment in Mental Health Wellness Grant Program for Children and Youth ("Grant Program") of the California Health Facilities Financing Authority (CHFFA) to develop and implement a MCST program for the grant period May 30, 2019 through June 30, 2026.

III. PROGRAM GOALS

Provide immediate crisis support and intervention to children and youth with psychiatric emergencies to:

- A. Divert psychiatric crises before major impacts on their safety and stability occur.
- B. Reduce the volume and frequency of other more restrictive (and less appropriate) services, including inpatient hospitalizations or law enforcement involvement.
- C. Increase access to youth-specific crisis support that will effectively address the behavioral needs of youth and families in their communities.

IV. PROGRAM OBJECTIVES

A. CONTRACTOR shall provide access to a 24-hours a day, 7 days a week support line for youth and family in crisis. Crisis calls received through the support line are triaged to determine the level of severity and prioritize calls that meet the clinical threshold required for an in-person response available 24 hours a day, 7 days a week.

- B. CONTRACTOR shall provide two (2) MCST teams. Each team consist of four (4) staff comprised of one (1) Lead master's level Clinician, two (2) Crisis Clinicians, and one (1) Family Partner and one (1) Peer Partner both serving the entire program with a flexible schedule to meet caregiver needs:
 - Lead Clinician: A licensed registered master's-level staff who responds to mobile response calls. The Lead Clinician provides shift management, assigns teams to respond to calls, and ensures documentation and follow-up occurs.
 - Crisis Clinician: A registered master's-level staff who will triage support line
 calls, provide in person response to crisis situations, and provide follow-up
 services for youth and families. Half of the MCST clinicians will be bilingual staff.
 - **Family Partner:** A highly trained staff who has lived experience navigating the behavioral health system and focused on providing support to the family. The Family Partner responds to mobile response calls, providing assistance in intake, assessment, and collaboration, support to child and family members, and follow-up services for youth and families.

Peer Partner: A highly trained staff who has lived experience navigating the behavioral health system and focused on providing peer support to the child/youth. The Peer Partner responds to mobile response calls, providing assistance in intake, assessment, and collaboration, support to child and family members, and follow-up services for youth and families.

- C. The MCST will respond in-person, face-to-face within 1-3 hours in extenuating circumstances for urgent needs, or same-day response within 24 hours of nonurgent situations.
- D. After hour phone calls will be connected with the CONTRACTOR'S Rapid Response, an Administrator On-Call from the MCST on-call staffing pool, who will assess the severity of the crisis, attempt to stabilize the situation through phone-based counseling and coaching, contact emergency response personnel if there are immediate safety risks, and create a plan for both safety and follow-up with the family. Rapid Response will then write a call summary and forward to MCST staff to facilitate a follow-up call or visit the next morning when the program formally opens again.
- E. The MCST shall respond to crisis emergency calls and provide in-person community-based crisis support services, intervention, and stabilization, risk/safety assessment, and case management. The MCST staff does not transport clients and will coordinate transportation as appropriate.
 - 1. **Crisis Intervention:** Therapeutic interventions are provided to engage the youth and family in a safety and risk assessment. MCST staff will complete a Crisis Assessment Tool and short-term safety plan with the youth and family. If further emergency psychiatric treatment is needed, the MCST will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCST will work closely with youth, family, teacher, police, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCST may assess clients for a WIC

- 5150/5585 hold or contact the local law enforcement to assess clients for a WIC 5150/5585 hold.
- 2. **Case Management:** The MCST may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services. Services may be provided by a Crisis Clinician or a Family Partner. Services may be provided during a crisis.
- 3. **Assessment:** An Assessment may be provided to the youth during follow up services to assist the youth in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCST staff contact the client's support systems (guardian, social workers, therapist, teacher, psychiatrist, etc.) to work together on the best ways to improve or maintain the mental health status of the youth. Services may be provided by a Crisis clinician or a Family Partner. Services may be provided during a crisis.
- 4. **Mental Health Rehabilitation**: A service activity that includes, but is not limited to, assistance improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming, and personal hygiene skills; obtaining support resources; and/or obtaining medication education.
- 5. Collateral: A service activity involving a significant support person in the beneficiary's life for the purpose of addressing the mental health needs of the beneficiary in terms of achieving goals of the beneficiary's client plan. Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of mental health services by the client; consultation and training of the significant support person(s) to assist in better understanding of mental illness; and family counseling with the significant support person(s) in achieving the goals of the client plan. The client may or may not be present for this service activity.
- 6. Intensive Care Coordination (ICC): ICC is similar to the activities that are routinely provided to our clients as Case Management. ICC must be delivered using a Child/Youth/Client and Family Team to develop and guide the planning and service delivery process. The difference between this service code and traditional Case Management is that ICC must be used to facilitate implementation of the cross-system/multi-agency collaborative services approach. ICC also differs from Case Management in that it typically requires more frequent and active participation by the ICC Coordinator to ensure that the needs of the child/youth are being met.
- F. CONTRACTOR shall communicate with COUNTY Child Welfare or Probation on direct referrals for system involved youth received from the State Family Urgent Response (FURS) hotline to ensure immediate in-person trauma-informed support during situations of instability, for purposes of preserving the relationship of the caregiver and child/youth, providing developmentally appropriate relationship conflict management and resolution skills, stabilizing the living situation, mitigating the distress of the caregiver or child or youth, connecting the caregiver and child or youth to the existing array of local services, and promoting a healthy and healing environment for children, youth, and families (foster youth and former foster youth)

- G. CONTRACTOR shall ensure minimum staffing levels are maintained, and supervision is provided to all MCST staff, licensed and unlicensed, in accordance with the State Licensure Board. CONTRACTOR shall notify the COUNTY of any staff changes. Any changes in the staffing detail will require prior written approval of the COUNTY.
- H. The MCST shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health child and family clients to provide the least restrictive interventions needed for each situation and ensure client and families receive comprehensive and consistent care and the necessary services to maintain stabilization.
- I. If the MCST determines the individual in crisis meets the California Welfare and Institutions Code Section 5150/5585 for an involuntary psychiatric hold, the MCST on duty will complete the 5150/5585 documentation. If an individual is placed on an involuntary psychiatric hold by either the MSCT or a responding peace officer, the individual will be transported by peace officer or ambulance.
- J. The MCST shall provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.
- K. The MCST shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for youth and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
- L. The MCST shall accept referrals from COUNTY agencies including Behavioral Health, Child Welfare, and Juvenile Probation, and conduct intake appointments, and follow-up meetings with families. CONTRACTOR shall contact new referrals for follow-up services within 24-hours of notification.
- M. The MCST shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
- N. The MCST shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- O. The MCST shall participate in a Child and Family Team (CFT) meeting for children and youth in the child welfare or probation system to review goals and strategies to achieve, case planning, placement determination, emancipation planning and/or safety planning as needed.

- P. The MCST shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, discharges, and mobile response call log data.
- Q. The MCST shall complete services and discharge clients within thirty (30) calendar days. Any exceptions shall be made in coordination with the clinical supervisor and document clinical justification. CONTRACTOR shall discharge clients from MCST program if one or more of the following situations occur:
 - 1. The goals of the Individualized Stabilization Plan are met, and client is no longer in need of crisis stabilization.
 - 2. Client has no had contact with CONTRACTOR staff for over fourteen (14) of days, and staff has documented a minimum of three (3) attempts to contact the client, including phone calls, field visits to last known address, and/or letters indicating attempts to engage in services prior to closure. Client episode must be closed in Avatar within seventeen (17) business days without contact.
- R. CONTRACTOR shall comply with all provisions of the CHFFA Grant Program and FURS requirements in the delivery of MCST program services.

V. TREATMENT SERVICES

A. **Mode of Service:** Outpatient

Crisis Intervention, Assessment, and Case Management Units of Service is per minute. CONTRACTOR shall make a full accounting of all Units of Service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Delivery Sites

MCST office sites:

- 124 River Road Salinas, CA 93908
- 1180 Broadway St. King City, CA 93930

Services may be provided in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

- 1. Support line is accessible 24 hours a day, 7 days a week, including holidays
- 2. At least one team will be available for in-person response 24 hours a day, 7 days a week.

VI. CLIENT DESCRIPTION/CHARACTERISTICS

<u>Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:</u> Covered specialty mental health services shall be provided to enrolled beneficiaries under the age of 21 who meet **either of the following criteria**, (1) **or** (2) below:

(1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- (2) The beneficiary meets **both of the following requirements in a) and b)**, below:
 - a) The beneficiary has at least one of the following:
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

AND

- b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

The MCST shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS

VII. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County children and youth up to 21 years of age. The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Initial response, triage, and stabilization services will be provided to all referrals that are appropriate regardless of Medi-Cal eligibility. Any additional or follow-up services provided to non Medi-Cal eligible children or non-minor dependents up to age 18 will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health or designee has approved for these services in writing.

VIII. OUTCOME OBJECTIVES

OUTCOME	METHOD	TIMELINE	RESPONSIBLE PARTY
A. Reduced hospital emergency room (ER) and psychiatric inpatient utilization.	County will collect ER utilization and psychiatric inpatient utilization to track change overtime, if any, during and following implementation of the project. Baseline- Calendar Year (CY) 2019 # of children/youth admitted in Emergency Room Visits at Natividad Medical Center: - Count of individuals: 466 - Number of admissions: 1,078 - Total Cost Value: \$1,258,901.97 Baseline- CY 2019 Inpatient psychiatric hospitalizations: - Count of individuals: 193 - Number of admissions: 267 - Total Cost Value: \$2,575,315.64	Data collected and reported annually per grant expectations.	County
B. Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment.	County will work with county law enforcement agencies to collect data on crisis calls, contacts, and custodies. Baseline- CY 2019 # of children/youth served: - Individuals serviced by current Mobile Crisis Team: 242	Data collected and reported annually per grant.	County
C. Improvements in participation rates in the Program.	 Seneca will track: Total unduplicated youth served. Total number of service contacts, including information on type, duration, and immediate outcome of each contact. Basic demographic information on youth served. Total number of clients that are repeatedly opened for new crisis response calls and services. Services to which clients have been referred. Information on individual enrollment in mental health services, including whether the youth served was enrolled in mental health service at the time of service provision and if so, what specific services were being accessed. Data trends will be tracked over time to determine 	Data collected and reported annually per grant expectations.	Contractor
	changes in participation rates		

D. Child/youth and/or their family members' satisfaction with the crisis services received.	MCST staff will administer Seneca's agency-specific satisfaction survey for crisis programs.	Survey conducted at close of services.	Contractor
E. Number of MCST vehicles and staff.	Contractor will track number of active MCST personnel at any given point.	On-going	Contractor
F. The value of the Program(s), such as mitigation of costs to the county, law enforcement, or hospitals.	County will track the total amount of claim for reimbursement of crisis intervention (371) and inpatient care (QI will provide dollar amount for this) over time to determine mitigation of costs, if any, during implementation of the project. Baseline- CY 2019 Emergency Room Visits at Natividad Medical Center: - Total Cost Value \$1,258,901.97 Baseline- CY 2019 Inpatient Psychiatric Hospitalizations: - Total Cost Value \$2,575,315.64	Data collected and reported annually per grant expectations.	County
G. The percent of children/youth who receive a crisis service who, within 15 and 30 days, return for crisis services at a hospital emergency department, psychiatric hospital, detainment center, juvenile hall or jail.	County will work with ERs, out of county psychiatric hospital placements, and juvenile justice staff to track the number of children who are served by the project and are subsequently seen within 15 and 30 days for a crisis incident by ERs and psychiatric in-patient hospitals/placements.	Data collected and reported annually per grant expectations.	County

IX. REPORTING REQUIREMENTS

CONTRACTOR shall:

- A. Report on Section VIII. Outcomes Objectives identified as responsible party on a quarterly basis.
- B. Collect and report Family Urgent Response System (FURS) data as required by CDSS and County.
- C. Collect and report data as required by CHFFA and County.

X. LEASE OF COUNTY VEHICLES FOR MCST SERVICES

A. General:

1. COUNTY leases to CONTRACTOR, beginning on the date of this Agreement through the end of the term of this Agreement two (2) COUNTY-owned vehicles.

- 2. COUNTY is the registered owner and lessor of the Vehicles and is responsible for the cost of registration, and CONTRACTOR is the lessee of the Vehicles and is responsible for the cost of fuel and lost or stolen keys.
- 3. Upon expiration or termination of this Agreement, the lease of the Vehicles to CONTRACTOR shall immediately terminate and CONTRACTOR shall surrender the Vehicles to COUNTY to the location specified by COUNTY.
- 4. COUNTY vehicles/equipment shall only be used for official COUNTY business.
- 5. COUNTY vehicles/equipment operated for COUNTY business shall be operated in accordance with all safety and legal requirements of the County, State and any other jurisdiction in which they are operated.

B. COUNTY responsibilities:

- 1. Be responsible for procuring, maintaining and disposing of vehicles leased by contracted providers, in partnership with Fleet Management.
- 2. Ensure vehicle evaluation in collaboration with Fleet Management, determine the most economical replacement dates.
- 3. Ensure maintenance of COUNTY vehicles is provided in collaboration with Fleet Management in a manner which will best service the interest of the COUNTY. The COUNTY will assume the cost of keeping leased vehicles(s) in good running order, making repairs and replacing all vehicle components necessary due to normal wear and operation. Repairs necessary due to improper maintenance, negligence, carelessness or abuse may be charged to the contracted agency to which the vehicles(s) is assigned.
- 4. Will notify contractor within ninety (90) calendar days of the expiration date (based on the term of the contract) for existing lease agreement. If lease is not renewed, the vehicle(s) must be returned to the COUNTY by the expiration date.

C. CONTRACTOR responsibilities:

- 1. Assume all risk of loss for use of the vehicle(s) in the provision of MCST services.
- 2. Procure and maintain at its own expense, liability and casualty insurance coverage for the vehicle(s) within policy limits. CONTRACTOR shall not use vehicle(s) unless and until the COUNTY is provided with certificates of insurance to the COUNTY's satisfaction evidencing appropriate coverage.
- 3. Limit use of the vehicles to employees with a valid California driver's license.
- 4. CONTRACTOR shall ensure that drivers meet and comply with; CONTRACTOR'S standards for drivers, possess a current valid driver's license, are in good standing with the California Department of Motor Vehicles, and shall provide verification upon request by the COUNTY.
- 5. Ensure all contracted personnel designated to drive the leased vehicle attend a defensive driving class.
- 6. Shall maintain a current driver's mileage log for all employees utilizing leased vehicles for each use. Mileage log shall include date, time and name of driver, and actual mileage usage.
- 7. Perform advance and annual driving record screenings of all drivers. No driver with a ticket for reckless driving, driving under the influence, or record of 2 or more points shall be permitted to operate the vehicle(s).

- 8. Prohibit employees from operating a COUNTY vehicle with any measurable amount of alcohol or illegal substance(s) in the employee's blood stream. Violation of this policy is grounds for disciplinary action as deemed appropriate.
- 9. Do not paint or otherwise modify the vehicles in any way without the advance written consent of the COUNTY. The COUNTY may inspect the vehicles at any time upon 24-hour notice to contractor.
- 10. Do not allow smoking in the vehicle(s). This includes electronic smoking devices or paraphernalia.
- 11. Do not allow consumption of food or drink in the vehicle(s). CONTRACTOR shall maintain general cleanliness of the interior and exterior of the vehicles.
- 12. Obey Federal, State or local traffic laws and ordinances at all times. Ensure all drivers and passengers are provided with and are utilizing seat belts. Traffic and parking citations issued to an employee while using a COUNTY vehicle are the sole responsibility of the employee involved. If the employee cannot be identified, then the appointing authority of the contractor shall be responsible.
- 13. Report all mechanical defects to the COUNTY immediately. The driver of a leased vehicle used on COUNTY business must be satisfied that the vehicle is in good operating condition before embarking on a trip. The following items are to be checked by the driver prior to the use of any leased vehicles: brakes, lights, fuel, horn, rear view mirrors, steering, tires and windshield wipers.
- 14. Bring the vehicles to COUNTY maintenance facilities according to the COUNTY Vehicle Service Schedule for repair, maintenance or inspections. Costs of repairing damage to County vehicles resulting from negligence, abuse or willful misconduct by the employee having custody of the vehicle will be recoverable from the contractor.
- 15. Do not install any article of personal property in or on the vehicle without prior approval of the COUNTY. Do not "personalize" a COUNTY vehicle, either by maintaining an excessive number of personal belongings in the vehicle or by modifying the cosmetics or mechanical systems of the vehicle in any way.
- 16. Prohibit employees from removing County vehicle decals, seals, or any vehicle identification.
- 17. Only use appropriate fuel in leased vehicles. Contractor will assume the cost of gasoline.
- 18. CONTRACTOR shall ensure that vehicles are parked and stored in a secure setting when not in use for mental health services at the location specified by the COUNTY in its sole discretion.
- 19. CONTRACTOR'S use of the Vehicles shall be limited to providing official MCST services only. Only CONTRACTOR'S designated personnel shall be allowed to operate and use the vehicles. Leased vehicle(s) shall not be used to transport any passengers other than authorized employees on official County business. No personal use of the vehicles by CONTRACTOR is allowed. CONTRACTOR shall be subject to and shall follow the County of Monterey Vehicle Use Policy available at <a href="https://countyofmonterey.sharepoint.com/sites/Infonet/Policies/Board%20Policies/Vehicle%20Use.pdf#search=county%20vehicle%20use%20policy,as amended from time to time by COUNTY without need for notice to CONTRACTOR, and CONTRACTOR shall provide a copy to its personnel using Vehicles.

- 20. CONTRACTOR shall report any accident involving any leased vehicle to their appropriate insurance carrier(s). Contractor shall notify the COUNTY Contract Monitor by completing County accident/incident report within 24 hours of the accident. If there is damage to the vehicle, other property damage, or injury to any party, the CONTRACTOR is responsible to file a claim with their insurance carrier and have the vehicle repaired. Completion of vehicle repair, including all invoices shall be filed with the COUNTY within 30 days of repair.
- 21. If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

XI. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XII. DESIGNATED CONTRACT MONITOR

Relindis Lorie Diaz, MS, LMFT, IFECMHS, RPFII Behavioral Health Services Manager II County of Monterey Children's Behavioral Health Early Childhood Services Team 951-B Blanco Circle Salinas, CA 93901 (831)784-2113

PROGRAM 6: WRAPAROUND

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies Central Coast

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 (510)654-5004 (831)455-4710

II. PROGRAM NARRATIVE

The Wraparound program provides flexible, family-centered, and highly individualized Specialty Mental Health Services and supports for eligible youth and their families involved with foster care, juvenile justice, or children's behavioral health. Wraparound services are designed to enhance permanency and promote the mental health and wellbeing of youth whose social and emotional well-being has been negatively impacted by loss and trauma associated with low family functioning, disrupted attachment, abuse, neglect, exposure to violence, parental incarceration, and parental substance abuse. The program supports the family in identifying their short- and long-term objectives, building a network of natural supports, and facilitating meetings that create accountable action towards treatment goals and family aspirations. Within the Wraparound program clients are provided assessment, intensive care coordination, intensive home-based services, rehabilitation, individual and, family, crisis prevention and response and referrals to clinical services as appropriate.,

III. PROGRAM GOALS

- A. Youth will *experience increased social supports and community integration* by increasing the number of identified and engaged family members as well as other adult supports in the youth's life, as measured by an increase in family team participants and adult connections from baseline to program graduation.
- B. Youth and families will move toward *achievement of family- and team-defined goals*, as measured by treatment goal progress, Wraparound action plan progress, placement stability while enrolled, and status at discharge.
- C. Youth will experience *improved behavioral and emotional adjustment and mental health outcomes* in multiple domains, as measured by improved scores in relevant CANS domains, including behavioral and emotional needs, risk behaviors, individual strengths, and life domain functioning.
- D. Youth and families will report *satisfaction with Wraparound* as measured by their indicating agreement on Client and Caregiver Perception Surveys.
- E. Wraparound will demonstrate *adherence to CDSS-defined Wraparound standards* as measured by the Wraparound Fidelity Index.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide Specialty Mental Health Services to eligible youth and families referred by COUNTY using CONTRACTOR'S innovative Wraparound model, approved by the California Department of Social Services.
- B. CONTRACTOR shall provide a Wraparound team composed of a master's-level care coordinator and bachelor's-level support counselors to provide assessment, plan development, intensive care coordination, intensive home-based services, rehabilitation, individual therapy, family therapy, family group counseling, group rehabilitation/counseling, collateral group counseling, and crisis prevention and response.
- C. Five Wraparound teams will provide Tier 1 Wraparound services to a caseload of six families. One additional team will hold a flexible caseload consisting of zero to four families receiving Tier 1 Wraparound services, and zero to two families receiving Tier 2 high-intensity Wraparound services. This specialized team, designed to serve the County's highest-needs youth at risk of hospitalization or Short-Term Residential Therapeutic Program (STRTP) placement, will have the capacity to provide Tier 2 high-intensity Wraparound services to up to two youth at any given time.
- D. All Wraparound services and supports across both tiers shall reflect the following service components:
 - 1. Services are provided in a manner consistent with the ten principles of the National Wraparound Institute.
 - 2. Utilize a holistic approach that is youth-driven and family-focused.
 - 3. Provide assessment, plan development, Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation, individual therapy, family therapy, family group counseling, group rehabilitation/counseling, collateral group counseling, and Crisis Intervention.
 - 4. Services are provided at a location and time that is convenient for the individual and family to the extent possible, and consistent with organizational capacity. Staff will travel up to 90 miles from their home office to work with youth and families in the community.
 - 5. Services are provided in the family's preferred language. Seneca shall provide translation and interpretation services as needed.
 - 6. Clinical staff assignment shall be based upon the needs and preferences of the youth and their family.
 - 7. Services shall be provided using clinically appropriate treatment modalities as authorized and directed by the COUNTY and provided in a timely manner.
 - 8. Services shall address issues specific to foster care and permanence in order to improve the youth's stability, permanence, and mental wellbeing.
 - 9. Services shall be coordinated with COUNTY agencies including the Department of Social Services (DSS), the Health Department (HD), and the Juvenile Probation Department (JPD).

- 10. Services shall be provided in alignment with the initial and updated treatment plans. Youth progress shall be regularly re-evaluated and additional services may be authorized based upon documented medical necessity.
- E. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20 years, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 years at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall utilize CANS completed by COUNTY as initial assessment if the CANS was completed on the month prior to initiation of Wraparound services.
- F. CONTRACTOR shall provide services as long as necessary to accomplish the youth and family goals, and as authorized by the COUNTY. Wraparound services last an average of 10 months.

V. OUTCOME OBJECTIVES

- A. Accept and enroll 100% of children and youth referred by the COUNTY.
- B. Initiate intake and engagement processes for 95% of enrolled families within 24 business hours of receiving a referral from the County.
- C. Hold a first face-to-face meeting for 95% of enrolled families within 20 days of receiving a referral from the County.
- D. Complete the initial comprehensive assessment, including the CANS assessment if applicable, for 95% of enrolled families within 60 days of the initial face-to-face contact with the family.
- E. At least 95% of Wraparound-enrolled youth will conclude services within 18 months.
- F. At discharge, at least 75% of Wraparound-enrolled youth who were either placed in or at risk of placement in group home care at intake will be stepped down to or maintained in the least-restrictive, family-like environment.
- G. At discharge, at least 75% of Wraparound-enrolled youth with serious emotional or behavioral challenges will have made full or partial progress on their treatment goals.

VI. TREATMENT SERVICES

A. **Mode of Service:** Outpatient

Services inclusive of Assessment, Plan Development, Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation services, Individual Therapy, Family Therapy, Family Group Counseling, Group Rehabilitation/Counseling, Collateral Group Counseling, and Crisis Intervention. Units of Service is per minute. CONTRACTOR shall make a full accounting of all units of service and

cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Program Sites:

- 1. 124 River Road, Salinas, CA 93908
- 2. 1180 Broadway St., King City, CA 93930

C. Hours of Operation:

- 1. Program operates 7 days per week.
- 2. Program sites shall be open from 8:30 AM to 6:00 PM.
- 3. Service hours are flexible and adjusted based on client need. Staff may work early in mornings or late in evenings.
- 4. Staff remain available to clients for emergency needs on a 24/7 on-call basis.
- 5. Services will be provided primarily in the community, such as family homes or client schools, but may also be provided at Program Sites depending on the family's preference.

VII. LIMITATION OF SERVICE PER AUTHORIZATION

- A. Potential referrals will be screened by the County Interagency Placement Committee (IPC) to ensure that youth meet criteria for admission to the program and that family has given preliminary agreement to participate in Wraparound services. Further, COUNTY will ensure that all children and youth referred to the CONTRACTOR meet Medical Necessity criteria through assessment and diagnosis, as described in Title IX, Section 18.30.205 or 1830.210 regulations. If for any reason, the CONTRACTOR believes Medical Necessity has not been established CONTRACTOR retains the right to reject the referral. The COUNTY will provide the CONTRACTOR with copies of clinical assessments and treatment plans, and the CONTRACTOR will maintain those records in a safe and confidential manner consistent with California law and HIPAA regulations. The CONTRACTOR will document all applicable mental health services provided under this contract and in accordance with documentation guidelines as established by Title IX regulations. The CONTRACTOR will provide copies of all clinical notes to the County upon request.
- B. Referrals for admission to Wraparound will be initiated by COUNTY.
- C. If a child/youth is discharged from the Wraparound program but seeks to re-enroll in services with 7 business days, CONTRACTOR may continue providing services to that child/youth without waiting for authorization by COUNTY. CONTRACTOR shall submit the authorization request to DSS to participate in Wraparound at the next regularly scheduled COUNTY meeting.
- D. CONTRACTOR shall ensure one point of contact for all program referrals from the COUNTY to promote ease of access for COUNTY staff.
- E. Admission for evaluation and subsequent treatment, if qualified by DSM-V diagnosis and medical necessity or EPSDT criteria, will be the sole authority of Seneca.

F. Primary mental health treatment will remain the responsibility of COUNTY.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

<u>Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System:</u> Covered specialty mental health services shall be provided to enrolled beneficiaries under the age of 21 who meet **either of the following criteria**, (1) **or** (2) below:

(1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- (2) The beneficiary meets both of the following requirements in a) and b), below:
 - a) The beneficiary has at least one of the following:
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

AND

- b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

XX. CASE COODINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

IX. TARGET POPULATION

- A. Children, youth, and families involved with child welfare or juvenile probation systems who have complex needs requiring intensive, comprehensive, coordinated, highly individualized interventions, as well as linkage to services to ensure safety, permanency, and wellbeing.
- B. Specific subpopulations to be served may include:
 - 1. Families with voluntary (non-Court) child welfare cases
 - 2. Reunified families whose case closes during service delivery
 - 3. Legal guardianship cases
 - 4. Infants and young children ages birth through five
 - 5. Developmentally delayed children and youth with co-occurring mental health
 - 6. Pre-adjudicated, juvenile justice involved youth
 - 7. Adopted children and youth
- C. Eligibility criteria:
 - 1. The youth and/or family is experiencing a disturbance in one or more of the following areas: school, community relations, emotional functioning or family relations; and/or:
 - 2. Intensive service coordination, delivery, and or support is required to assist the family or caretaker in meeting the youth's needs; and
 - 3. The youth has a family, relative, legal guardian, or other significant person in their life that is open to participating in a strengths-based, family-centered process and resides within close geographic proximity; otherwise, family finding efforts can be used to identify such persons; and
 - 4. The youth is eligible under California Welfare and Institutions Code (WIC) 300 or 602 (i.e. is a dependent or ward of the Juvenile Court; or
 - 5. The youth has an open child welfare case (including legal guardianship), adoption aid payments, or juvenile probation petition pending at the time of referral.
 - 6. For youth not already involved with DSS or JPD, CONTRACTOR will conduct the assessment for medical necessity.
- D. CONTRACTOR will collaborate with COUNTY to create a process to serve Behavioral Health youth and families, with complex needs and mental health disorders, such as those discharging from hospitals, with critical Wraparound services, who are not involved with DSS or JPD.
- E. The total number of youths who will receive Wraparound services during the year shall not exceed 37. The active capacity for youth receiving Wraparound shall be an average of 34 at a time.

X. FINANCIAL ELIGIBILITY

Monterey County youth who are identified within the population to be served as noted above have full scope Medi-Cal and have been screened and approved by the Interagency Placement Committee. Non Medi-Cal eligible clients, including undocumented or

Seneca Family of Agencies dba Kinship Center

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uninsured youth or youth in lockout facilities, who have been screened and approved by the Interagency Placement Committee require pre-authorization by the COUNTY Behavioral Health Director or designee and will be served under the Non-Medi-Cal component. County shall be the payor of last resort.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health treatment goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on enrolled clients, CFTs, services, and any other information as set forth by the COUNTY as appropriate.
- C. All services are promptly documented by CONTRACTOR in COUNTY Avatar Electronic Health Record system within 72 hours.
- D. CONTRACTOR will report on each of the Outcome Objectives described in Section V.

XII. MEETING/COMMUNICATIONS

- A. CONTRACTOR shall attend regularly scheduled meetings with the COUNTY for the purpose of overseeing implementation of the contract, discussing contract issues, evaluating contract usage and effectiveness, providing updates about client progress, and making recommendations for quality improvements.
- B. CONTRACTOR shall attend monthly leadership team meeting with appropriate COUNTY representatives. During program startup, the leadership meeting will occur every two weeks.
- C. CONTRACTOR shall attend regular COUNTY Interagency Placement Committee (IPC) meetings to discuss referrals and identify means of maximizing Wraparound slots to most effectively serve youth and families.

XIII. DESIGNATED CONTRACT MONITOR

Liz A. Pérez-Cordero, Psy.D.

BH Services Manager—Children's Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B
Salinas, CA 93901
Phone: 831-755-8430

PROGRAM 7: MENTAL HEALTH ENHANCED FOSTER CARE

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies DBA Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

The Mental Health Enhanced Foster Care Program provides a variety of specialty mental health service support options to ensure that foster children with intensive mental health needs have access to the appropriate level of mental health care services. Several specialty mental health services are part of this program including crisis intervention, Intensive Home-Based Services (IHBS), Intensive Care Coordination (ICC), and Therapeutic Foster Care. Therapeutic Foster Care (TFC) is a short-term, intensive, highly coordinated, trauma informed, and individualized rehabilitative service. TFC is intended for children/youth up to age 21 with complex emotional and behavioral needs and require intensive and frequent mental health support in a one-on-one environment through a home base placement with trained and intensely supervised and supported TFC parents. The TFC parents serve as a key participant in the therapeutic treatment process of the child/youth. TFC services are part of a spectrum of resources, supports, and services needed to maintain foster youth and wards in family-based home settings while promoting permanency for the youth through family reunification, adoption, or legal guardianship.

The Mental Health Enhanced Foster Care Program will provide two tiers of services. TFC and Enhanced TFC. The program is an intensive tier of TFC services that allows for home-based care for youth with complex needs. The goal of program is to provide an alternative to residential treatment and to provide shorter-term stabilization for youth with the goal of stepping down to a traditional Intensive Services Foster Care (ISFC) home. Each home has a dedicated professional parent, an ISFC (Child Welfare Level of Care category) approved resource parent who is also a professional with education and work experience with youth that helps them to understand and respond to the needs of youth placed in their care (e.g. social workers, teachers, nurses, etc.). Enhanced TFC homes are intended to be linked directly with supportive community-based services like Wraparound and Mobile Response to prevent placement disruption and to build natural support systems around a youth with intensive needs.

CONRACTOR was selected as the Foster Family Agency (FFA) through a Request for Proposal process to provide clinical oversight and management for mental health services provided to children/youth in need of a Therapeutic Foster Care (TFC) level of service.

III. PROGRAM GOALS

A. Improve functioning and well-being and help the child/youth to remain in community settings, thereby avoiding residential, inpatient, or institutional care

- B. Support comprehensive intervention efforts to ameliorate the child or youth's mental health issues to support successful transition toward stable permanency, through reunification, adoption, or legal guardianship.
- C. Provide comprehensive culturally relevant mental health services to treat individuals, and families, experiencing acute and/or ongoing psychological distress that is affecting their relationships and ability to function in their environment.
- D. Reduce subjective suffering from serious emotional disorders for children and youth.
- E. Coordinate and collaborate in care planning efforts with other child serving agencies and institutions involved in delivering services to the child and family, to insure comprehensive and consistent care.
- F. Demonstrate practice and principals of the Integrated Core Practice Model (ICPM) when providing services to child/youth and families.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR will accept referrals according to COUNTY BH guidelines.
 - 1. Referrals for TFC will be an outcome of a Child and Family Team (CFT) Meeting.
 - 2. Youth referred could be part of the following diagnostic spectrum which includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, dual diagnosed mental health, developmental disability or drug and alcohol related diagnosis.
- B. CONTRACTOR shall discharge clients from service when they meet the following criteria:
 - 1. Upon mutual agreement by all members of the CFT that the goals of treatment have been met;
 - 2. Upon parent or guardian's unilateral decision to terminate treatment;
 - 3. Upon a good faith determination by the CONTRACTOR that the individual youth cannot be effectively served by the program and will be linked to other appropriate services that meet the needs of the youth; and
 - 4. Upon transfer out of the COUNTY to another mental health program.
- C. CONTRACTOR shall maintain an appropriate training and supervision regime to ensure TFC is provided and documented appropriately. The services are intended to be a one to one service in a foster based home setting. The TFC foster parents will provide services under the supervision of licensed clinical staff from the FFA.
- D. TFC parents will provide EPSDT specialty mental health services as defined by the State which such as plan development, rehabilitation, and collateral. These services may encompass community service and supports, physical, behavioral, and mental health support and access to services, including specialty mental health services, educational support, life and social support, transitional support services for children/youth, families who assume permanency, services for transition-aged youth, services for non-minor dependents, and trauma-informed practices and supports for children and youth, including treatment services. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement.

- E. Services provided by TFC parents will be available 24 hours a day, 7 days a week, services will be timely and are individualized based on the child/youth needs. As part of the CFT process the TFC parent will be a participating member of the CFT and attend Child Family Team Meetings (CFTM).
- F. CONTRACTOR is responsible for the following:
 - 1. Collaborating and coordinating between and among the SMHS care coordinator and CFT with the TFC services in the development and implementation of the coordinated care plan;
 - 2. Assessing the child/youth's progress in meeting plan goals related to provision of TFC services and communicating progress through the CFT;
 - 3. Providing the provision of non-TFC Specialty Mental Health Services such as crisis intervention services that may need to be available 24-hours a day, 7 days a week and additional Specialty Mental Health Services within the provider's scope of practice; and,
 - 4. Incorporating evidence informed practices in the training of TFC parents and the treatment of the child/youth.
- G. TFC Parent Services: The child/youth placed with a TFC parent(s) will receive certain Medi-Cal SMHS components under a TFC service model operating under the direction of a LPHA or a Licensed Mental Health Professional able to direct services from the TFC Program Agency, as described below. The TFC parent(s) serve as one of the primary change agents for the trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan. A child/youth receiving TFC remains eligible for all medically necessary Medi-Cal SMHS services including ICC and IHBS. TFC parents provide a range of activities and services activities which include:
 - 1. Implementing in-home evidence informed practices that include trauma informed rehabilitative treatment strategies set forth in the child/youth's client plan. Examples of services to be provided include providing skills-based interventions (including coaching and modeling), developing functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implementing the risk management/safety components of the child/youth's plan;
 - 3. Participating as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assisting or linking the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observing, monitoring, and alerting TFC Program Agency and members of the CFT about changes in the child/youth's needs; The TFC service model is provided face-to-face at the TFC home or anywhere in the community.
 - 6. This service is provided by the TFC parent and is billed as a daily bundled rate.
 - 7. The TFC parents must write and sign a daily progress note and the TFC Program Agency's LPHA or a Licensed Mental Health Professional must review and cosign the daily progress note which meets state Medi-Cal documentation standards of the child/youth's qualifying behavior, activities, progress, and achievements or progress toward specific outcomes outlined in the child/youth's Plan.

- 8. CONTRACTOR must comply with the mental health documentation requirements prescribed by the County Mental Health Plan and the contract between DHCS and the local mental health plan.
- 9. The SMHS components provided under a TFC service model must be reflected in the child/youth's Plan.
- H. Provide comprehensive culturally relevant mental health services to treat individuals, and families, experiencing acute and/or ongoing psychological distress that is affecting their relationships and ability to function in their environment.

I. Staffing Requirements:

- 1. CONTRACTOR's staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
- 2. In addition to licensing requirements, the following additional experience, training and skills will be expected of CONTRACTOR'S staff:
 - a. Capability for addressing the diverse levels of client acculturation and bi-culturally.
 - b. Capability to perform effective intervention with abused and neglected youth and their families, including clients involved in the juvenile justice system and clients of African American, Asian and Hispanic cultures.
 - c. Knowledge of multicultural experience, local community resources available to the client population, trauma-informed practice, clinical issues related to child abuse, substance abuse, domestic violence, communication, behavioral management, parenting skills, and parent engagement strategies.
 - d. Knowledge of local community resources available to the client population, including those within ethnic/cultural groups.
 - e. Capability to work effectively as part of a multidisciplinary team.
 - f. Use of Treatment Teams and Family Specialists/Partners type staff is highly encouraged.
 - g. Knowledge of crisis management and defined practice model.

J. Cultural & Linguistic Skills

- 1. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two threshold languages (English and Spanish).
- 2. Staffing shall reflect the percentage of ethnic makeup of the target population.
- 3. CONTRACTOR shall have the capability to provide an interpreter for non-English speaking participants as needed.

K. Clinical Supervision

- 1. CONTRACTOR will provide consistent, scheduled, and structured clinical supervision integrating principles of reflective practice and evidence-based care and will at a minimum adhere to the following:
 - a. Unlicensed staff on licensure track receive supervision in accordance to their licensure board requirements
 - b. Licensed staff receive 1 unit of supervision 2 times/month

- c. Paraprofessionals and other practitioners receive 1 unit of supervision weekly
- d. 1 unit of supervision = 1 hour of individual or 2 hours of group supervision
- 2. CONTRACTOR shall maintain a workflow that is manageable for supervisors by attending to the 1:8 ratio of supervisors to supervisees.
- 3. The numbers of supervisees assigned to a supervisor shall be tied to licensure regulations, level of expertise and experience, years of professional practice, comfort level, complexity and intensity of services, qualifications, etc.
- 4. CONTRACTOR will ensure that clinical supervisors receive supervision and feedback related to their supervision of direct service staff at minimum monthly

L. CONTRACTOR will demonstrate and support the values and principles of the ICPM

- M. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services, using the county specific CANS.
 - 1. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge
 - 2. CONTRACTOR is responsible for training, certifying and annually re-certifying their staff on the CANS. In addition, if Contractor provides services to children birth through age 5, then CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS: Early Childhood.
 - 3. CONTRACTOR shall maintain a minimum of 2 staff that are the CONTRACTOR'S CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
 - 4. CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, within 90 days of contract execution

V. OUTCOME OBJECTIVES

- A. Access for New Clients (Timeliness/Access)
 - 1. Target Performance: Amount of time to access initial TFC services is no more than 7 days for clients (including urgent clients and those discharging from inpatient services)
 - 2. Metric: Time to Services
 - a) Average amount of time to TFC services for clients
 - b) Clients receiving 1st service more than 1 calendar day from initial request
 - 3. Improvement Objective: Reduce the number of clients who access services more than 7 days from initial request to no more that 10% of total new clients.
 - 4. Data Source: Referral forms and Avatar Electronic Health Record (EHR)
- B. Successful Discharges (Quality)
 - 1. Target Performance: At least 75% of discharges are successful, as measured by Child and Adolescent Needs and Strengths (CANS) Comprehensive Multisystem Assessment.

- 2. Metric: Number and percentage of clients who discharged successfully from TFC service and into a lower LOC (as indicated by change in CANS scores).
- 3. Improvement Objective: Increase to at least 75% the number of clients who successfully discharge, as indicated by improvement in CANS score at discharge.
- 4. Data Source: CANS

C. Hospital ER and PHF Readmission Reduction (Quality)

- 1. Target System Performance: No more than 5% of clients receiving inpatient hospital services are readmitted within 30 days.
- 2. Metric: Number and percentage of clients discharging from acute care services who are readmitted within 30 days for any reason.
- 3. Improvement Objective: Reduce the percentage of clients receiving inpatient hospital services who are readmitted within 30 days to no more than 5%.
- 4. Data Source: EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services Units of Service is per minute
- 2. Therapeutic Foster Care Units of Service is per day

B. Delivery Sites

CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental Health Services including TFC require prior authorization in coordination with the CFT. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor. The

recommended caseload for this program is one (1) to two (2) cases. Average length of stay will be six (6) months as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated COUNTY staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

- **A.** Diagnostic Spectrum and Functional Impairment of population served:
 - 1. TFC Program will provide services to clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in community settings, to help clients achieve agreed upon desired outcomes, and to achieve a sense of their own power and ability to positively influence their own lives.
 - 2. The diagnostic spectrum includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, and dual diagnosis (mental health, developmental disability or drug and alcohol related diagnosis).
- **B.** Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System: Covered specialty mental health services shall be provided to enrolled beneficiaries under the age of 21 who meet **either of the following criteria**, (1) **or** (2) below:
 - (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- (2) The beneficiary meets **both of the following requirements in a) and b)**, below:
 - a) The beneficiary has at least one of the following:
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

AND

b) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:

- i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
- ii. A suspected mental health disorder that has not yet been diagnosed.
- iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

IX. POPULATION AND FINANCIAL ELIGIBILITY

This current agreement is for twelve (12) eligible Monterey County children/youth up to age 21 years, who have full scope Medi-Cal, are screened through the County IPC, and who are County dependents and wards of the Court in need of specialty mental health services. Children/youth will meet Medical Necessity Criteria for reimbursement for EPSDT Medi-Cal Specialty Mental Health Services (Reference Title 9, California Code of Regulations Ch. 11 Sec. 1830.210).

The target population will be comprised of Dependents and Wards, as defined by Welfare & Institutions Code (W&I) 300, placed by County Child Welfare (CW) and Wards (W&I 602) placed by County Juvenile Probation Department (JPD). The population served include but are not limited to pregnant or parenting; younger youth (below age12) with severe mental health issues and behaviors; LGBTQ+ Youth; cognitively low functioning with mental health and behavioral issues; and special medical and health care needs.

X. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XI. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XII. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

XIII. REPORTING REQUIREMENTS

- A. CONTRACTOR shall report on the total number of children and youth who receive TFC services, including the following metrics:
 - Age of child/youth
 - Gender

- Ethnicity
- Length of stay
- Number of CFT meetings attended on a quarterly basis
- B. CONTRACTOR shall submit a quarterly report demonstrating performance in the metrics noted in Outcome Objectives above. Report will include run charts that demonstrate monthly performance since effective date of the contract and discussion of improvement activities related to the target performance.
- C. CONTRACTOR will submit for review and approval an annual Quality Improvement Plan (QIP) as set forth by the COUNTY. CONTRACTOR will assess performance per above targets, metrics and improvement objectives and address needed improvements in the QIP.
- D. CONTRACTOR shall comply with the reporting requirements reflected in Division 5 of the California W&I and Division 1 of Title 9 of the California Code of Regulations (CCR).
- E. When applicable, the CONTRACTOR shall administer assessment tool(s) as part of the COUNTY's program requirement(s); the CONTRACTOR shall collect and report on assessment tool data.
- F. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

XIV. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XV. DESIGNATED CONTRACT MONITOR

Liz A. Pérez-Cordero, Psy.D. BH Services Manager-Children's Services Family Assessment Support and Treatment Programs 1000 South Main Street, Suite 210B Salinas, CA 93901

Phone: 831-755-8430

PROGRAM 8: FAMILY PARTNER

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies DBA Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

The Family Partner program provides peer support to family members of clients receiving mental health services. The Family Partner works individually with family members to engage them in the process of mental health services and assists them in achieving their individual/family goals. The Family Partner can also support families in navigating the system of care, building engagement, and provide support to bridge the family and provider's communication. They will perform a wide range of activities to function as a member of the supporting team as well as provide individual support to the parents. Family Partners are employed across multiple programs within the agency. Family Partners have personal caregiver experience of a youth who has been the recipient of child welfare or probation and/or behavioral health services, is experienced and/or interested in working with youth and families, as well as a high school diploma.

III. PROGRAM GOALS

- A. Support parents of children and youth that have serious emotional disturbance in identifying goals that promote recovery and resiliency.
- B. Improvement in client participation rates in the program due to increased supports to family members.
- C. Empower families by assisting in skill-building and instilling hope.
- D. Youth and their family members' will feel satisfied with services received.
- E. Coordinate and collaborate in care planning efforts with other child serving agencies and institutions involved in delivering services to the child and family, to insure comprehensive and consistent care.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide Family Partners services that may include:
 - 1. Case management, including linkage and referrals to ensure connection to culturally responsive services and community resources.
 - 2. Supportive services, including psychoeducation, parenting coaching, emotional support, and validation. These services can be provided in-the-moment during infield response (e.g., in crisis situations), as follow-up to crisis situations/as-needed, or in regularly scheduled meetings.
 - 3. Engaging the youth and family's systems of supports and services to help build strong networks and avoid duplicative interventions.

4. Support family in the process of IEP/504 plan and how to best advocate for their child's educational needs.

B. Referral and Building Alignment

- 1. Assign case to Family Partner staff within 48 hours of a referral being received. Within 24 hours of the referral being assigned (36 hours from the time of receipt), staff will initiate contact with the referring multidisciplinary team to schedule a meeting. During this initial phone call and/or face-to-face meeting with the Clinician, staff will have consents signed and gather additional details about the referred family, the County's goals in referring to Family Partner program.
- 2. If a Waiting List for the program is present, these timelines will be discussed, and the team will receive an update when a referral is moved from Waitlist to Pending status.
- 3. Once the meeting between the Clinician and Family Partner Staff takes place and applicable consents are signed, the referral will be moved to Active Status.
- C. Collaborate with the assigned Clinician and multidisciplinary team to develop a specific strategy to provide mental health services to family. A clear process for communication throughout the team with updates from Family Partner on case management, support services, and family support systems.
- D. Provide services for up to 6-9 months. Extensions beyond 9 months are discussed on a case-by-case basis with the County.

E. Cultural & Linguistic Skills

- 1. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two threshold languages (English and Spanish).
- 2. Staffing shall reflect the percentage of ethnic makeup of the target population.
- 3. CONTRACTOR shall have the capability to provide an interpreter for non-English speaking participants as needed.
- F. Supervision CONTRACTOR will provide consistent, scheduled, and structured clinical supervision to Family Partner integrating principles of reflective practice and evidence-based care.

V. OUTCOME OBJECTIVES

- A. Data will be collected and reported on client enrollment and participation in services.
- B. CONTRACTOR will administer satisfaction survey for family partner programs

VI. TREATMENT SERVICES

A. Mode of Service:
Outpatient Services – Units of Service is per minute

B. Delivery Sites

CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program or parent request.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM V diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

The contracted duration of the treatment is limited to six (6) months; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth, up to age 25, including their families/caregivers, who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Criteria for Beneficiaries under Age 21 to Access the Specialty Mental Health Services Delivery System: Covered specialty mental health services shall be provided to enrolled beneficiaries under the age of 21 who meet either of the following criteria, (1) or (2) below:
 - (1) The beneficiary has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness.

OR

- (2) The beneficiary meets **both of the following requirements in a) and b)**, below:
 - b) The beneficiary has at least one of the following:
 - i. A significant impairment
 - ii. A reasonable probability of significant deterioration in an important area of life functioning
 - iii. A reasonable probability of not progressing developmentally as appropriate.
 - iv. A need for specialty mental health services, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide.

AND

- c) The beneficiary's condition as described in subparagraph (2) above is due to one of the following:
 - i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - ii. A suspected mental health disorder that has not yet been diagnosed.
 - iii. Significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age 21 meets the criteria as described in (1) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (2) above.

- **B.** Criteria for Adult Beneficiaries to Access the Specialty Mental Health Services Delivery System for beneficiaries 21 years of age or older, a county mental health plan shall provide covered specialty mental health services for beneficiaries who meet **both of the following criteria**, (1) and (2) below:
 - (1) The beneficiary has one or both of the following:
 - a) Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.
 - b) A reasonable probability of significant deterioration in an important area of life functioning.

AND

- (2) The beneficiary's condition/impairment as described in paragraph (1) is due to either of the following:
 - a) A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
 - b) A suspected mental disorder that has not yet been diagnosed.

IX. POPULATION AND FINANCIAL ELIGIBILITY

This current agreement is for 10-15 eligible Monterey County families per Family Partner, for a total of 40 families per Fiscal Year, who have full scope Medi-Cal. Children/youth will meet Medical Necessity Criteria for reimbursement for EPSDT Medi-Cal Specialty Mental Health Services (Reference Title 9, California Code of Regulations Ch. 11 Sec. 1830.210).

X. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XI. COVERAGE

Mental Health services will be as designated on the service plan.

XII. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

XIII. REPORTING REQUIREMENTS

- A. Provide an aggregate report, on a quarterly basis, detailing the following: Number of families referred to services, average time between referral and enrollment (waitlist), number of families served, duration of services (months between intake and discharge), number of face-to-face contacts, percentage and number of referred families that successfully complete services, and percentage and number of enrolled families that successfully complete services.
- B. Submit a Family Partner Quarterly Report to the Contract Monitor which includes (a) the progress in performing the scope of work and results of client satisfaction surveys.
- C. Submit a Family Partner Discharge Summary for all families at the time of discharge that includes the elements of the Family Partner Quarterly Report, and any recommendations or referrals made for each family.
- D. 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.

XIV. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XV. DESIGNATED CONTRACT MONITOR

Phone: 831-755-8430

Liz A. Pérez-Cordero, Psy.D. BH Services Manager-Children's Services Family Assessment Support and Treatment Programs 1000 South Main Street, Suite 210B Salinas, CA 93901

EXHIBIT B-5: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances

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

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of \$19,274,021 for FY 2019-20 through FY 2022-23.

PROGRAM SUMMARY

Program	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	Total Amount
Program 1: D'Arrigo Outpatient	\$1,922,185	\$1,762,805	\$1,762,805	\$1,762,805	\$7,210,600
Program 2: Early Childhood Treatment	\$343,461	\$343,461	\$343,461	\$343,461	\$1,373,844
Program 3: Home Alternative Placement	\$239,414	\$64,996	\$0	\$0	\$304,410
Program 4: Compass	\$69,580	\$0	\$0	\$0	\$69,580
Program 5: Mobile Crisis Support Team	\$158,818	\$1,238,478	\$1,588,155	\$1,588,155	\$4,573,606
Program 6: Wraparound	\$166,667	\$1,010,000	\$1,014,000	\$1,010,000	\$3,200,667
Program 7: Mental Health Enhanced Foster Care	\$0	\$559,252	\$740,781	\$740,781	\$2,040,814
Program 8: Family Partner	\$0	\$0	\$38,500	\$462,000	\$500,500
Total	\$2,900,125	\$4,978,992	\$5,487,702	\$5,907,202	\$19,274,021

A. PROVISIONAL RATE: NEGOATIED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. Payment Method is Rate multiplied by the Units. Rate schedules and maximum annual liability for each program are as follows below.

Invoices requesting payment shall be prepared for each program separately and accompanied by Exhibit G: Behavioral Health Cost Reimbursement Invoice for the appropriate program.

PROGRAM 1: D'ARRIGO OUTPATIENT

Program 1: D'Arrigo Outpatient Fiscal Year 2019-2020						
	Mode of	Service	Estimated	Rate per		
Service Description	Service	Function Code	Units	Unit	Total Amount	
Case Management	15	01	89,185	\$2.36	\$210,477	
Assessment and Evaluation	15	30				
Plan Development	15	45				
Individual Counseling	15	40				
Mental Health Rehab	15	45				
Family Therapy	15	50	536,090	\$3.05	\$1,635,075	
Collateral	15	10				
Collateral Group Counseling	15	30]			
Group Therapy	15	50				
Group Rehab/Counseling	15	50]			
Medication Support	15	60	12,492	\$5.64	\$70,455	
Crisis Intervention	15	70	1,440	\$4.29	\$6,178	
TOTAL MAXIMUM LIABILI	TY FY 2019-2	020			\$1,922,185	

Program 1: D'Arrigo Outpatient Fiscal Year 2020-2021							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	81,789	\$2.36	\$193,023		
Intensive Care Coordination	15	01	01,709	\$2.30	\$193,023		
Intensive Homebase Services	15	30					
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45	491,640	\$3.05	\$1,499,502		
Family Therapy	15	30	491,040	\$3.03	\$1,499,302		
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	11,456	\$5.64	\$64,612		
Crisis Intervention	15	70	1,321	\$4.29	\$5,668		
TOTAL MAXIMUM LIABILI	TY FY 2020-2	1			\$1,762,805		

Program 1: D'Arrigo Outpatient Fiscal Year 2021-2022							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	72 115	\$2.64	\$193,024		
Intensive Care Coordination	15	01	73,115	\$2.04	\$195,024		
Intensive Homebase Services	15	30					
Assessment and Evaluation	15	30	438,449	\$3.42	\$1,499,496		
Plan Development	15	45		\$3.42	\$1,499,490		
Individual Counseling	15	40					

Seneca Family of Agencies dba Kinship Center

Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355

July 1, 2019 – June 30, 2023

Mental Health Rehab	15	45					
Family Therapy	15	30					
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	10,224	\$6.32	\$64,616		
Crisis Intervention	15	70	1,181	\$4.80	\$5,669		
TOTAL MAXIMUM LIABILI	TOTAL MAXIMUM LIABILITY FY 2021-2022						

Program 1: D'Arrigo Outpatient Fiscal Year 2022-2023							
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount		
Case Management	15	01	Units	Cilit	Total Amount		
Intensive Care Coordination	15	01	73,115	\$2.64	\$193,024		
Intensive Homebase Services	15	30					
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40		\$3.42	\$1,499,496		
Mental Health Rehab	15	45	420 440				
Family Therapy	15	30	438,449				
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50]				
Medication Support	15	60	10,224	\$6.32	\$64,616		
Crisis Intervention	15	70	1,181	\$4.80	\$5,669		
TOTAL MAXIMUM LIABILI	TY FY 2022-2	023			\$1,762,805		

PROGRAM 2: EARLY CHILDHOOD TREATMENT

Program 2: Early Childhood Treatment Fiscal Year 2019-2020							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	11,539	\$2.36	\$27,233		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	50	102,087	\$3.05	\$311,366		
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	862	\$5.64	\$4,862		
TOTAL MAXIMUM LIABILI	ГҮ FY 2019-2	2020			\$343,461		

Program 2: Early Childhood Treatment Fiscal Year 2020-2021							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	11,539	\$2.36	\$27,233		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	50	102,087	\$3.05	\$311,366		
Collateral	15	10	1				
Collateral Group Counseling	15	30					
Group Therapy	15	50	1				
Group Rehab/Counseling	15	50					
Medication Support	15	60	862	\$5.64	\$4,862		
TOTAL MAXIMUM LIABILI	TY FY 2020-20	021			\$343,461		

Program 2: Early Childhood Treatment Fiscal Year 2021-2022							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	10,315	\$2.64	\$27,232		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45]				
Family Therapy	15	30	91,043	\$3.42	\$311,368		
Collateral	15	10]				
Collateral Group Counseling	15	30					
Group Therapy	15	50]				
Group Rehab/Counseling	15	50					
Medication Support	15	60	769	\$6.32	\$4,861		
TOTAL MAXIMUM LIABILI	\$343,461						

Program 2: Early Childhood Treatment Fiscal Year 2022-2023							
	Mode of	Service	Estimated	Rate			
Service Description	Service	Function Code	Units	per Unit	Total Amount		
Case Management	15	01	10,315	\$2.64	\$27,232		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	30	91,043	\$3.42	\$311,368		
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	769	\$6.32	\$4,861		
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2022-20	023			\$343,461		

PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT ** Effective March 8, 2021 the Hospital Alternative Placement program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

Program 3: Hospital Alternative Placement Fiscal Year 2019-2020							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	4,320	\$2.36	\$10,196		
Assessment and Evaluation	15	30					
Plan Development	15	45	12 200	\$3.05	\$40,559		
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	50					
Collateral	15	10	13,298	\$5.05	\$40,339		
Group Rehab/Counseling	15	50					
Therapeutic Behavioral Services	15	58					
Intensive Care Coordination	15	01					
Intensive Homebased Services	15	30					
Medication Support	15	60	3,600	\$5.64	\$20,304		
Crisis Intervention	15	70	2,250	\$4.29	\$9,653		
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702		
TOTAL MAXIMUM LIABILIT	\$239,414						

Program 3: Hospital Alternative Placement Fiscal Year 2020-2021								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	6,722	\$2.36	\$15,864			
Assessment and Evaluation	15	30	9,797	\$3.05	\$29,881			
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	30						
Collateral	15	10						
Collateral Parent Therapy	15	30						
Group Rehab/Counseling	15	50						
Therapeutic Behavioral Services	15	58						
Intensive Care Coordination	15	01						
Intensive Homebased Services	15	30						
Medication Support	15	60	772	\$5.64	\$4,355			
Crisis Intervention	15	70	685	\$4.29	\$2,939			
Therapeutic Foster Care	05	95-98	55	\$217.40	\$11,957			
TOTAL MAXIMUM LIABILITY FY 2020-2021					\$64,996			

PROGRAM 4: COMPASS

** Effective March 8, 2021 the Compass program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

Program 4: Compass Fiscal Year 2019-2020							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	2,888	\$2.36	\$6,816		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	50	12,600	\$3.05	\$38,430		
Collateral	15	10					
Group Rehab/Counseling	15	50					
Intensive Care Coordination	15	01					
Intensive Homebased Services	15	30]				
Medication Support	15	60	480	\$5.64	\$2,708		
Crisis Intervention	15	70	480	\$4.29	\$2,060		
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566		
TOTAL MAXIMUM LIABILITY	7 FY 2019-2	2020			\$69,580		

There were no youth in placement during Fiscal Year 2020-21 (July 1, 2020 – March 8, 2021)

PROGRAM 5: MOBILE CRISIS SUPPORT TEAM

Program 5: Mobile Crisis Support Team F (May 1, 2020 - June 30, 20	
GRANT	
Personnel	Total Amount
Lead Clinician	\$0.00
Bilingual Clinical	\$0.00
Bilingual Clinical	\$0.00
Total Personnel	\$0.00
Operational	Total Amount
Program Support	\$2,692.68
Personnel Start up	\$156,124.90
Total Operational	\$158,817.58
TOTAL MAXIMUM LIABILITY FY 2019-2020 Grant	\$158,818.00

Program 5: Mobile Crisis Support Tea	m Fiscal Year 2020-2021
GRANT	
Personnel	Total Amount
Lead Clinician	\$74,940.00
Bilingual Clinical	\$72,930.00
Bilingual Clinical	\$80,223.00
Total Personnel	\$228,093.00

Operational	Total Amount							
Program Support	\$1,500.00							
Personnel Startup					\$30,000.00			
Total Operational	\$31,500.00							
TOTAL MAXIMUM LIABI	\$259,593.00							
		MHSA						
Service Description	Total Amount							
Family Urgent Response Sys	\$140,511.00							
TOTAL MAXIMUM LIABI	LITY FY 20	20-2021 MHSA			\$140,511.00			
		MEDI-CAI						
Service Description	Mode of	Service	Estimated	*Rate per	Total Amount			
Service Description	Service	Function Code	Units	Unit	1 otal 7 illiount			
Assessment and Evaluation	15	30	58,111	\$5.03	\$292,299			
Case Management	Case Management 15 01 10,733 \$3.89							
Crisis Intervention	\$7.08	\$504,323						
TOTAL MAXIMUM LIABI	\$838,374							
TOTAL MAXIMUM LIAB	\$1,238,478							

Program 5: Mobile Crisis Support Team Fiscal Year 2021-2022									
GRANT									
Personnel					Total Amount				
Lead Clinician	\$74,940.00								
Bilingual Clinical	\$72,930.00								
Bilingual Clinical					\$80,223.00				
TOTAL MAXIMUM LIABII	LITY FY 20	21-2022 Grant			\$228,093.00				
		FURS							
Service Description	Total Amount								
Family Urgent Response Syst	\$440,319.00								
TOTAL MAXIMUM LIABII	\$440,319.00								
		MEDI-CAL							
	Mode of	Service	Estimated	Rate per					
Service Description	Service	Function Code	Units	Unit	Total Amount				
Assessment and Evaluation	15	30							
Mental Health Rehab	15	45	50,728	\$5.03	\$255,162				
Collateral	15	10							
Intensive Care Coordination	15	01	22.420	\$2.80	\$87,249				
Case Management	nent 15 01 22,429 \$3.89								
Crisis Intervention	15	70	81,544	\$7.08	\$577,332				
TOTAL MAXIMUM LIABII	\$919,743								
*Complete Provided the circuits	\$1,588,155								

^{*}Services provided beginning July 1, 2020 will be paid at the interim rates which are subject to the cost report settlement process set forth in Exhibit I. These rates are temporary due to the COVID-19 pandemic and will be reduced upon receipt of notice by the State Department of Health Care Services to counties that these COVID-19 pandemic rates are no longer applicable/allowable.

Program 5: Mobile Crisis Support Team Fiscal Year 2022-2023								
GRANT								
Personnel	Total Amount							
Lead Clinician	\$74,940.00							
Bilingual Clinical					\$72,930.00			
Bilingual Clinical					\$80,223.00			
TOTAL MAXIMUM LIABII	LITY FY 20	22-2023 Grant			\$228,093.00			
		FURS						
Service Description	Total Amount							
Family Urgent Response Syst	\$440,319.00							
TOTAL MAXIMUM LIABII	\$440,319.00							
		MEDI-CAL						
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Assessment and Evaluation	15	30						
Mental Health Rehab	15	45	50,728	\$5.03	\$255,162			
Collateral	15	10						
Intensive Care Coordination	15	01	22.420	\$3.89	\$87,249			
Case Management	nt 15 01 22,429 \$3.89							
Crisis Intervention								
TOTAL MAXIMUM LIABII	\$919,743							
TOTAL MAXIMUM LIAB	\$1,588,155							

PROGRAM 6: WRAPAROUND

Program 6: Wraparound Fiscal Year 2019-2020 (May 1, 2020 - June 30, 2020)							
Mode of Service Estimated Total							
Service Description	Service	Function Code	Units	Rate per Unit	Amount		
Intensive Care Coordination	15	01					
Intensive Home-Based Services	15	30					
Assessment and Evaluation	15	30	35,905	\$3.05	\$109,511		
Mental Health Rehabilitation	15	45					
Plan Development	15	45					
Crisis Intervention	15	70	13,323	\$4.29	\$57,156		
TOTAL MAXIMUM LIABILI	ΓΥ FY 2019	0-2020			\$166,667		

Program 6: Wraparound Fiscal Year 2020-2021						
		MEDI-CAL				
	Mode of	Service	Estimated	D	Total	
Service Description	Service	Function Code	Units	Rate per Unit	Amount	
Assessment and Evaluation	15	30				
Intensive Care Coordination	15	01				
Intensive Home-Based Services	15	30	215,455	\$3.05	\$657,138	
Mental Health Rehabilitation	15	45				
Plan Development	15	45				
Crisis Intervention	15	70	79,921	\$4.29	\$342,862	
TOTAL MAXIMUM LIABILITY	FY 2020-	2021 Medi-Cal			\$1,000,000	

Seneca Family of Agencies dba Kinship Center Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355

July 1, 2019 – June 30, 2023

NON MEDI-CAL							
	Mode of	Service	Estimated		Total		
Service Description	Service	Function Code	Units	Rate per Unit	Amount		
Assessment and Evaluation	15	30					
Intensive Care Coordination	15	01					
Intensive Home-Based Services	15	30	2,395	\$3.05	\$7,305		
Mental Health Rehabilitation	15	45					
Plan Development	15	45					
Crisis Intervention	15	70	628	\$4.29	\$2,695		
TOTAL MAXIMUM LIABILITY FY 2020-2021 Non Medi-Cal							
TOTAL MAXIMUM LIABILIT	FY FY 2020)-2021			\$1,010,000		

Program 6: Wraparound Fiscal Year 2021-2022							
MEDI-CAL							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Assessment and Evaluation	15	30					
Intensive Care Coordination	15	01					
Intensive Home-Based Services	15	30					
Mental Health Rehabilitation	15	45					
Plan Development	15	45	277 777	\$3.42	\$0.40,000		
Individual Counseling	15	40	277,777	\$3.42	\$949,998		
Family Therapy	15	30					
Family Group Counseling	15	50					
Group Rehab/Counseling	15	50					
Collateral Group Counseling	15	30					
Crisis Intervention	15	70	10,417	\$4.80	\$50,002		
TOTAL MAXIMUM LIABILITY	\$1,000,000						
	,	NON MEDI-CAL	ı				
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Assessment and Evaluation	15	30					
Intensive Care Coordination	15	01					
Intensive Home-Based Services	15	30					
Mental Health Rehabilitation	15	45					
Plan Development	15	45	3,626	\$3.42	\$12,401		
Individual Counseling	15	40	3,020	\$3.42	\$12,401		
Family Therapy	15	30					
Family Group Counseling	15	50					
Group Rehab/Counseling	15	50					
Collateral Group Counseling	15	30					
Crisis Intervention	15	70	333	\$4.80	\$1,599		
TOTAL MAXIMUM LIABILITY	7 FY 2021-2	2022 Non Medi-Ca	1		\$14,000		
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2021	1-2022			\$1,014,000		

Program 6: Wraparound Fiscal Year 2022-2023							
MEDI-CAL							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Assessment and Evaluation	15	30	277 777	\$3.42	\$0.40,000		
Intensive Care Coordination	15	01	277,777	\$3.42	\$949,998		

Seneca Family of Agencies dba Kinship Center Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355

July 1, 2019 – June 30, 2023

Intensive Home-Based Services	15	30			
Mental Health Rehabilitation	15	45			
Plan Development	15	45			
Individual Counseling	15	40			
Family Therapy	15	30			
Family Group Counseling	15	50			
Group Rehab/Counseling	15	50			
Collateral Group Counseling	15	30			
Crisis Intervention	15	70	10,417	\$4.80	\$50,002
TOTAL MAXIMUM LIABILITY	FY 2022-2	2023 Medi-Cal			\$1,000,000
	,	NON MEDI-CAL			
	Mode of	Service	Estimated	Rate per	
Service Description	Service	Function Code	Units	Unit	Total Amount
Assessment and Evaluation	15	30			
Intensive Care Coordination	15	01			
Intensive Home-Based Services	15	30			
Mental Health Rehabilitation	15	45			
Plan Development	15	45	2,135	\$3.42	\$7,302
Individual Counseling	15	40	2,133	ψ3.42	Ψ7,302
Family Therapy	15	30			
Family Group Counseling	15	50			
Group Rehab/Counseling	15	50			
Collateral Group Counseling	15	30			
Family Group Counseling					
Crisis Intervention	\$2,698				
TOTAL MAXIMUM LIABILITY	\$10,000				
TOTAL MAXIMUM LIABILIT	\$1,010,000				

PROGRAM 7: MENTAL HEALTH ENHANCED FOSTER CARE

Program 7: Me	Program 7: Mental Health Enhanced Foster Care Fiscal Year 2020-2021							
	(March 8, 2021 – June 30, 2021) Mode of Service Estimated Rate Per							
Services Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01						
Intensive Care Coordination	15	01	48,333	\$2.36	\$114,066			
Intensive Homebased Services	15	30						
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40			\$329,227			
Mental Health Rehab	15	45	107.042	\$3.05				
Family Therapy	15	50	107,943					
Collateral	15	10						
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	3,222	\$5.64	\$18,173			
Crisis Intervention	15	70	1,611	\$4.29	\$6,912			
Therapeutic Foster Care	5	95-98	418	\$217.40	\$90,874			
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2020-2	021			\$559,252			

Seneca Family of Agencies dba Kinship Center Renewal and Amendment No. 5 to Mental Health Services Agreement A-14355

July 1, 2019 – June 30, 2023

Program 7: Mei	ntal Health En	hanced Foster Ca	re Fiscal Year	2021-2022			
	Mode of	Service	Estimated	Rate Per			
Services Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	43,208	\$2.64	\$114,070		
Intensive Care Coordination	15	01	43,206	\$2.04	\$114,070		
Intensive Homebased Services	15	30					
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45	96,264	\$3.42	\$220,222		
Family Therapy	15	50	90,204	\$3.42	\$329,223		
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	2,876	\$6.32	\$18,177		
Crisis Intervention	15	70	1,439	\$4.80	\$6,908		
Therapeutic Foster Care	5	95-98	1,253	\$217.40	\$272,403		
TOTAL MAXIMUM LIABILITY FY 2021-2022 \$740,781							

Program 7: Mei	ntal Health En	hanced Foster Ca	re Fiscal Year	2022-2023			
	Mode of	Service	Estimated	Rate Per			
Services Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	43,204	\$2.64	\$114,059		
Intensive Care Coordination	15	01	45,204	\$2.04	\$114,039		
Intensive Homebased Services	15	30					
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45	96,268	\$3.42	\$220,227		
Family Therapy	15	50	90,208	\$3.42	\$329,237		
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	2,876	\$6.32	\$18,177		
Crisis Intervention	15	70	1,439	\$4.80	\$6,908		
Therapeutic Foster Care	5	95-98	681	\$400.00	\$272,400		
TOTAL MAXIMUM LIABILITY FY 2022-2023							

PROGRAM 8: FAMILY PARTNER

Program 8: Family Partner							
Fiscal Year (FY)	Number of Months	Monthly Rate	Total Amount				
FY 2021 - 2022 (May 1, 2022 - June 30, 2022)	2	\$19,250	\$38,500				
FY 2022 - 2023 12 \$38,500 \$40							
TOTAL MAXIMUM LIABILITY FY 2022-2023 \$500,500							

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum 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 acceptable by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit a Day Care Activity Report for Day Care Services and a Claim Form summarizing service costs, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.
 - CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us
- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$19,274,021 for services rendered under this Agreement.
- B. Funding Sources and Estimated Amounts per Fiscal Year. The County retains the right to adjust the funding sources as may be required.

				Fiscal Year (FY) 2019-2020				
	rogram umber/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount
1	D'Arrigo	Kinship Adoption FSP Seneca	27CW	\$961,092.50	\$768.874.00	\$192,218.50			\$1,922,185.00
1	Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$901,092.30	\$700,074.00	\$192,216.30			\$1,922,183.00
2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00
3	Home Alternative Placement	KS Hospital Alternative Placement	27CW4	\$119,707.00	\$119,707.00				\$239,414.00
4	Compass	TBD	TBD	\$34,790.00	\$34,790.00				\$69,580.00
5	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC				\$158,818.00		\$158,818.00
6	Wraparound	Kinship Wraparound	87CSOCW	\$116,666.90	\$50,000.10				\$166,667.00
T	otal Amount FY	2019-2020		\$1,403,986.90	\$1,110,755.50	\$226,564.60	\$158,818.00		\$2,900,125.00

			Fiscal Year	(FY) 2020-2021				
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount
D'Arrigo	Kinship Adoption FSP Seneca	27CW	¢991 402 50	\$705 122 00	\$176,280.50			\$1,762,805.00
Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$661,402.30	\$881,402.50 \$705,122.00				\$1,702,803.00
2 Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00
Home 3 Alternative Placement	KS Hospital Alternative Placement	27CW4	\$32,498.00	\$32,498.00				\$64,996.00
4 Compass	TBD	TBD						\$0.00
5 Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	\$544,943.10		\$433,941.90	\$259,593.00		\$1,238,478.00
6 Wraparound	Kinship Wraparound	87CSOCW	\$700,000.00	\$300,000.00			\$10,000.00	\$1,010,000.00
Mental Health Finhanced Foster Care	TBD	TBD	\$391,476.40	\$167,775.60				\$559,252.00
Total Amount per FY 2020-2021			\$2,722,050.50	\$1,342,780.00	\$644,568.50	\$259,593.00	\$10,000.00	\$4,978,992.00

					Fiscal Year	(FY) 2021-2022						
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi- Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	FURS	MHSA PEI	MHBG Supplemental - CRRSAA	MHBG Supplemental - ARPA	Total FY Amount
	Kinship Adoption FSP Seneca	27CW	\$881,402.50	\$705,122.00	\$176,280.50							\$1,762,805.00
TD Arrigo Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$661,402.30	\$703,122.00	\$170,280.30							\$1,702,803.00
71 -	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10							\$343,461.00
Home Alternative Placement	KS Hospital Alternative Placement	27CW4										\$0.00
4 Compass	TBD	TBD										\$0.00
5 Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	\$597,832.95		\$321,910.05	\$228,093.00		\$440,319.00				\$1,588,155.00
6 Wraparound	Kinship Wraparound	87CSOCW	\$700,000.00	\$300,000.00			\$14,000.00					\$1,014,000.00
7 Mental Health Enhanced Foster Care	Kinship Seneca MH Enhanced Foster Care	27CW5	\$518,546.70	\$222,234.30								\$740,781.00
8 Family Partner	TBD	TBD								\$38,500.00		\$38,500.00
Total Amount per FY 202	21-2022		\$2,869,512.65	\$1,364,740.70	\$532,536.65	\$228,093.00	\$14,000.00	\$440,319.00	\$0.00	\$38,500.00	\$0.00	\$5,487,702.00

					Fiscal Year	(FY) 2022-2023						
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi- Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	FURS	MHSA PEI	MHBG Supplemental - CRRSAA	MHBG Supplemental - ARPA	Total FY Amount
1 D'Arrigo Outpotiont	Seneca	27CW	\$881,402.50	\$705,122.00	\$176,280.50							\$1,762,805.00
1 D'Arrigo Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$681,402.30	\$703,122.00	\$176,280.30							\$1,762,803.00
2 Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10							\$343,461.00
3 Home Alternative Placement	KS Hospital Alternative Placement	27CW4										\$0.00
4 Compass	TBD	TBD										\$0.00
5 Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	\$597,832.95		\$321,910.05	\$228,093.00		\$440,319.00				\$1,588,155.00
6 Wraparound	Kinship Wraparound	87CSOCW	\$700,000.00	\$300,000.00			\$10,000.00					\$1,010,000.00
7 Mental Health Enhanced Foster Care	Kinship Seneca MH Enhanced Foster Care	27CW5	\$518,546.70	\$222,234.30								\$740,781.00
8 Family Partner	TBD	TBD							\$231,000.00	\$15,500.00	\$215,500.00	\$462,000.00
Total Amount per FY 20	22-2023	•	\$2,869,512.65	\$1,364,740.70	\$532,536.65	\$228,093.00	\$10,000.00	\$440,319.00	\$231,000.00	\$15,500.00	\$215,500.00	\$5,907,202.00

C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2019 - June 30, 2020	\$2,900,125
July 1, 2020 - June 30, 2021	\$4,978,992
July 1, 2021 - June 30, 2022	\$5,487,702
July 1, 2022 - June 30, 2023	\$5,907,202
TOTAL MAXIMUM LIABILITY	\$19,274,021

- 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 <u>Survival of Obligations after Termination</u>, 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. <u>Allowable Costs</u>: 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. <u>Cost Control</u>: 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 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.

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 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. 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."

EXHIBIT H-5

Monterey County, Behavioral Health Bureau Program 7: Mental Health Enhanced Foster Care Proposed Budget to Revise Therapeutic Foster Care Rate Prepared by: Seneca Family of Agencies

Date: June 9, 2022

Date: June 9, 2022		Annualized P	rogram Budg	et with Fundi	ng Breakoi	ıt
FY 2022-23		Social Services		vioral Health	ing Di canot	Total
Program Capacity						10.0 9.00
Revenue						5.00
Social Saminas Barranes						
Social Services Revenue AFDC - Monthly Rate/Client ISFC Level of Care		689,904				689,904
Total Social Services Revenue		\$ 689,904				\$ 689,904
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,				, , , , , ,
Mental Health Revenue			Units of Svc			
EPSDT - Specialty Mental Health Services		-	161,109	468,378		468,378
EPSDT- Therapeutic Foster Care @ \$400/day Total Mental Health Revenue		-	681	272,403 \$740,781		272,403 \$740,781
Total Mental Health Nevenue		_		77-10,701		\$7 -10 ,761
All County Funds Revenue						
Other		446,510				446,510
Total All County Funds Revenue		\$446,510				\$446,510
Total Revenue		\$1,136,414		\$740,781		\$1,877,195
Expenses						
Payroll	FTE	Total	FTE	Total	FTE	Total
Executive Director Director	0.075 0.25	10,875 26,250	0.075 0.25	10,875 26,250	0.150 0.50	21,750 52,500
Clinical Program Supervisor	0.25	33,416	0.23	38,190	0.30	71,606
TFC Clinician (Licensed)	0.55	-	0.60	42,414	0.60	42,414
ISFC Clinician	1.00	72,930	1.00	72,930	2.00	145,860
ISFC Support Counselor	1.00	47,840	1.00	47,840	2.00	95,680
Resource Family Recruiter & Retention Specialist	0.85	40,823		-	0.85	40,823
Senior Administrative Assistant	0.075	3,947	0.075	3,947	0.150	7,894
Program Assistant	0.25	11,960	0.25	11,960	0.50	23,920
Health Information Specialist	0.25	11,960	0.25	11,960	0.50	23,920
Maintenance/Transportation (Variable FTE) Administrator On-Call (Variable FTE)		4,920 28,500		4,693 28,500	-	9,613 57,000
Supplemental Overtime/Crisis Response (Variable FTE)		3,400		60,330	_	63,730
Total Salaries	4.10	\$296,821	3.90	\$359,888	8.00	\$656,709
Benefits @ 27%		80,142		97,170		177,311
Total Payroll		\$376,963		\$457,058		\$834,021
Operations						
Contract Services						
Psychiatry Services				20,271		20,271
Nursing Services				14,336		14,336
Other Contract Services		9,000		9,000		18,000
Total Contract Services		\$9,000		\$43,607		\$52,607
Program Support						
Office Supplies		1,650		1,650		3,300
Telephone		4,326		4,326		8,651
Advertising/Marketing- Enhanced Digital Resoure Family Rec	cruitment	15,000				15,000
Conference & Training		2,510		2,510		5,019
Mileage Reimbursement/Travel		10,634		10,634		21,268
Staff Recruitment Resource Family Recruitment- Materials and Supplies		1,202 2,500		1,202		2,403 2,500
Total Program Support		\$3 7,821		\$20,321		\$ 58,142
Total Flogram Support		Ų37,0 2 1		720,321		↓ 30,142
Occupancy						
Facility Lease		144,000				144,000
Facility Interest		2,750		2,750		5,500
Utilities Bldg. Mt & Supplies		7,963 41,200		7,963 2,400		15,925 43,600
Equipment (Expendable Equip., Equip Lease, Equip Mainten	ance)	2,958		2,400		5,916
Depreciation Expense (Building, LHI, Equipment)	ucc,	13,240		13,240		26,480
Total Occupancy		\$212,111		\$29,311		\$241,421
Child and Family Related		2 204		2 204		6 500
Treatment Supplies Foster Care Fees: Monthly Foster Parent Stipend		3,294 350,549		3,294		6,588 350,549
Foster Care Fees: Monthly Poster Parent Stipend Foster Care Fees: TFC Daily Rate		330,343		89,100		89,100
Foster Care Fees: Resource Family Respite		7,110		7,110		14,219
Foster Care Fees: Resource Family Training (Initial, Ongoing-	covered by	y IV-E)				-
Total Child and Family Related		\$360,952		\$99,504		\$460,456
Total Operations		¢610.004		\$102.742		\$012 C2C
Total Operations Total Direct Expenses		\$619,884 \$996,847		\$192,742 \$649,800		\$812,626 \$1,646,646
Allocable Expense		139,568		90,981		230,549
Total Expense		\$1,136,414		\$740,781		\$1,877,195
·						-
Net Income (Loss)		0		0		1

EXHIBIT H-5

REGION: Central Coast
Program 8: Family Partner
Fiscal Year: 2021-2022
Seneca Family of Agencies

Date: 8/4/2021

REVENUE			Total
County Funds			221.222
Total Revenue			231,000 \$231,000
	Calami	FTF	
EXPENSES Payroll	Salary	FTE	Total
Regional Executive Director	150,000	0.014	2,100
Director	115,000	0.040	4,600
Program Supervisor	97,000	0.250	24,250
Bilingual Family Partner	54,703	1.000	54,703
Family Partner	49,730	1.000	49,730
Senior Administrative Assistant	58,240	0.014	815
Program Assistant/HIS	50,000	0.150	7,500
Total	30,000	2.468	\$143,698
Benefits @	27%		38,799
Total Payroll			\$182,497
Operations		FTE	
Contract Services		# # # # # #	
Language Services/Translation			2,000
Total Contract			\$2,000
Program Support			
Office Supplies			520
Telephone			2,665
Staff Training & Professional Development			1,500
Subscriptions and Dues Travel & Mileage Reimbursement		# # # # # # # # # # # # # # # # # # #	100 6,003
Staff Recruitment			740
Total Program Support			\$11,529
Occupancy			
Facility Lease			
Utilities			
Building Maintenance and Supplies			
Expendable Equipment			2,221
Equipment Lease			
Equipment Maintenance and Repair			
Facility Interest Facility Depreciation			
Facility Depreciation Facility Depreciation- Leasehold Improvements			
Equipment Depreciation			
Total Occupancy			\$2,221
Nobialo.		111111111111111111111111111111111111111	
Vehicle Vehicle Operating		1811	155
Vehicle Operating Vehicle Depreciation		YE	125
Total Vehicle			\$280
Child and Family Related			
Child and Family Related Treatment Supplies		1	4,000
Total Child and Family Related		H H H H H H H H H H H H H H H H H H H	\$4,000
Total Operations		***************************************	\$20,030
		110111111111111111111111111111111111111	
Total Direct Expenses			\$202,527
Indirect Costs @ 14% Total Expense		***************************************	28,354 \$230,881
·			
Revenue Over (Under) Expense			\$119

AMENDMENT NO. 4 TO MENTAL HEALTH SERVICES AGREEMENT A-14355 BY AND BETWEEN COUNTY OF MONTEREY AND SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER

THIS AMENDMENT NO. 4 is made to MENTAL HEALTH SERVICES AGREEMENT A-14355 by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-14355 for the provision of mental health services to children and their families in the amount of \$7,723,920 for the term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT No. 1 to AGREEMENT A-14355 to add Program 5: Mobile Crisis Support Team and Program 6: Wraparound and revise the total AGREEMENT to \$12,555,719 for the term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to AGREEMENT A-14355 to revise Programs 1, 2, 5, and 6, terminate Programs 3 and 4, and add a new Program 7: Mental Health Enhanced Foster Care for a revised total Agreement amount not to exceed \$13,322,616 for the same term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 3. to AGREEMENT A-14355 to revise Program 5 units and rates for Fiscal Year (FY) 2020-21 and FY 2021-22 for a revised total Agreement amount not to exceed \$13,324,319 for the same term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT A-14355 to increase the rates and decrease the units in Programs 1, 2, 6, and 7 for Fiscal Year (FY) 2021-22 for the same total Agreement amount not to exceed \$13,324,319 for the same term July 1, 2019 to June 30, 2022.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. EXHIBIT B-4: PAYMENT AND BILLING PROVISIONS replaces EXHIBIT B-3. All references in the AGREEMENT to EXHIBIT B-3 shall be construed to refer to EXHIBIT B-4.
- 2. EXHIBIT H-4: BUDGET AND EXPENDITURE REPORT replaces EXHIBIT H-3. All references in the AGREEMENT to EXHIBIT H-3 shall be construed to refer to EXHIBIT H-4.

- 3. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 4 and shall continue in full force and effect as set forth in the AGREEMENT.
- 4. This AMENDMENT NO. 4 shall be effective July 1, 2021.
- 5. A copy of this AMENDMENT NO. 4 shall be attached to the original AGREEMENT executed by the COUNTY on June 24, 2019.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 4 as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
By:			SENECA FAMILY OF AGENCIES
J	Contracts/Purchasing Officer		DBA KINSHP CENTER
			Contractor's Business Name*
Date:		D	DocuSigned by:
	DocuSigned by:	By:	leticia Galyean
_	Elsapot Juny		(Signature of Chair, President, or
By:	C7A30BA50CA8423		Vice-president) *
	Department Head (if applicable)		Leticia Galyean President and CE
Date:	2/18/2022 7:26 AM PST		Name and Title
		Date:	1/6/2022 4:38 PM PST
By:			
	Board of Supervisors (if applicable)		
Date:			
Appro	ved as to Form 1DocuSigned by:		DocuSigned by:
By:	Maira Partch	By:	Janet Briggs
Бу.	County Counsel		(Signature of Secretary, Asst. Secretary,
	•		CFO, Treasurer or Asst. Treasurer) *
Date:	1/14/2022 10:28 AM PST		
			Janet Briggs CFO
Annro	ved as to Fiscal Provisions ² Docusigned by:		Name and Title
тррго	Gary Giboney	Date:	1/13/2022 10:10 AM PST
By:			
	Auditor/Controller		
Date:	1/14/2022 10:31 AM PST		
Appro	ved as to Liability Provisions ³		
D.,,			
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.

¹Approval 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

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT B-4: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOATIED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. Payment Method is Rate multiplied by the Units. Rate schedules and maximum annual liability for each program are as follows below.

Invoices requesting payment shall be prepared for each program separately and accompanied by Exhibit G: Behavioral Health Cost Reimbursement Invoice for the appropriate program.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of \$13,324,319 for FY 2019-20 through FY 2021-22.

PROGRAM SUMMARY

Program	FY 2019-20	FY 2020-21	FY 2021-22	Total Amount
Program 1: D'Arrigo Outpatient	\$1,922,185	\$1,762,805	\$1,762,805	\$5,447,795
Program 2: Early Childhood Treatment	\$343,461	\$343,461	\$343,461	\$1,030,383
Program 3: Home Alternative Placement	\$239,414	\$64,996	\$0	\$304,410
Program 4: Compass	\$69,580	\$0	\$0	\$69,580
Program 5: Mobile Crisis Support Team	\$158,818	\$1,238,478	\$1,588,155	\$2,985,451
Program 6: Wraparound	\$166,667	\$1,010,000	\$1,010,000	\$2,186,667
Program 7: Mental Health Enhanced Foster Care	\$0	\$559,252	\$740,781	\$1,300,033
Total	\$2,900,125	\$4,978,992	\$5,445,202	\$13,324,319

PROGRAM 1: D'ARRIGO OUTPATIENT

Program 1: D'Arrigo Outpatient Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	89,185	\$2.36	\$210,477			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	536,090	\$3.05	\$1,635,075			
Collateral	15	10						
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	12,492	\$5.64	\$70,455			
Crisis Intervention	15	70	1,440	\$4.29	\$6,178			
TOTAL MAXIMUM LIABIL	TY FY 2019-2	020			\$1,922,185			

Program 1: D'Arrigo Outpatient Fiscal Year 2020-2021							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	81,789	\$2.36	\$193,023		
Intensive Care Coordination	15	01	01,709	\$2.30	\$193,023		
Intensive Homebase Services	15	30					
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45	491,640	\$3.05	\$1,499,502		
Family Therapy	15	30	491,040	\$3.03	\$1,499,302		
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	11,456	\$5.64	\$64,612		
Crisis Intervention	15	70	1,321	\$4.29	\$5,668		
TOTAL MAXIMUM LIABILI	TY FY 2020-2	1	·		\$1,762,805		

Program 1: D'Arrigo Outpatient Fiscal Year 2021-2022								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	72 115	\$2.64	\$193,024			
Intensive Care Coordination	15	01	73,115	\$2.04	\$195,024			
Intensive Homebase Services	15	30						
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40	438,449	\$3.42	\$1,499,496			
Mental Health Rehab	15	45	430,449	\$3.42	\$1,499,490			
Family Therapy	15	30						
Collateral	15	10						
Collateral Group Counseling	15	30						

Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Medication Support	15	60	10,224	\$6.32	\$64,616
Crisis Intervention	15	70	1,181	\$4.80	\$5,669
TOTAL MAXIMUM LIABIL	ITY FY 2021-20)22			\$1,762,805

PROGRAM 2: EARLY CHILDHOOD TREATMENT

Program 2: Early Childhood Treatment Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	102,087	\$3.05	\$311,366			
Collateral	15	10						
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	862	\$5.64	\$4,862			
TOTAL MAXIMUM LIABILI	ГҮ FY 2019-2	2020			\$343,461			

Program 2: Early Childhood Treatment Fiscal Year 2020-2021								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	102,087	\$3.05	\$311,366			
Collateral	15	10						
Collateral Group Counseling	15	30	1					
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	862	\$5.64	\$4,862			
TOTAL MAXIMUM LIABILI	ΓΥ FY 2020-20)21			\$343,461			

Program 2: Early Childhood Treatment Fiscal Year 2021-2022								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	10,315	\$2.64	\$27,232			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40	91,043	\$3.42	\$311,368			
Mental Health Rehab	15	45						
Family Therapy	15	30						

Collateral	15	10			
Collateral Group Counseling	15	30			
Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Medication Support	15	60	769	\$6.32	\$4,861
TOTAL MAXIMUM LIABILI	TY FY 2021-20	022			\$343,461

PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT ** Effective March 8, 2021 the Hospital Alternative Placement program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

Program 3: Hospital Alternative Placement Fiscal Year 2019-2020							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	4,320	\$2.36	\$10,196		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	50	13,298	\$3.05	\$40,559		
Collateral	15	10	15,296	\$5.05	\$40,339		
Group Rehab/Counseling	15	50]				
Therapeutic Behavioral Services	15	58					
Intensive Care Coordination	15	01]				
Intensive Homebased Services	15	30					
Medication Support	15	60	3,600	\$5.64	\$20,304		
Crisis Intervention	15	70	2,250	\$4.29	\$9,653		
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702		
TOTAL MAXIMUM LIABILIT	Y FY 2019-2	2020			\$239,414		

Program 3: Hospital Alternative Placement Fiscal Year 2020-2021							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	6,722	\$2.36	\$15,864		
Assessment and Evaluation	15	30	9,797	\$3.05	\$29,881		
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	30					
Collateral	15	10					
Collateral Parent Therapy	15	30					
Group Rehab/Counseling	15	50					
Therapeutic Behavioral Services	15	58					
Intensive Care Coordination	15	01					
Intensive Homebased Services	15	30					
Medication Support	15	60	772	\$5.64	\$4,355		
Crisis Intervention	15	70	685	\$4.29	\$2,939		
Therapeutic Foster Care	05	95-98	55	\$217.40	\$11,957		
TOTAL MAXIMUM LIABILIT	Y FY 2020-2	2021	-		\$64,996		

PROGRAM 4: COMPASS

** Effective March 8, 2021 the Compass program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

Program 4: Compass Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	2,888	\$2.36	\$6,816			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	12,600	\$3.05	\$38,430			
Collateral	15	10						
Group Rehab/Counseling	15	50						
Intensive Care Coordination	15	01						
Intensive Homebased Services	15	30						
Medication Support	15	60	480	\$5.64	\$2,708			
Crisis Intervention	15	70	480	\$4.29	\$2,060			
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566			
TOTAL MAXIMUM LIABILITY	7 FY 2019-2	2020			\$69,580			

There were no youth in placement during Fiscal Year 2020-21 (July 1, 2020 – March 8, 2021)

PROGRAM 5: MOBILE CRISIS SUPPORT TEAM

Program 5: Mobile Crisis Support Team Fiscal Yea (May 1, 2020 - June 30, 2020)	r 2019-2020
GRANT	
Personnel	Total Amount
Lead Clinician	\$0.00
Bilingual Clinical	\$0.00
Bilingual Clinical	\$0.00
Total Personnel	\$0.00
Operational	Total Amount
Program Support	\$2,692.68
Personnel Start up	\$156,124.90
Total Operational	\$158,817.58
TOTAL MAXIMUM LIABILITY FY 2019-2020 Grant	\$158,818.00

Program 5: Mobile Crisis Support T	Feam Fiscal Year 2020-2021
GRANT	
Personnel	Total Amount
Lead Clinician	\$74,940.00
Bilingual Clinical	\$72,930.00
Bilingual Clinical	\$80,223.00
Total Personnel	\$228,093.00

Operational		Total Amount							
Program Support					\$1,500.00				
Personnel Startup					\$30,000.00				
Total Operational					\$31,500.00				
TOTAL MAXIMUM LIABI	LITY FY 20)20-2021 Grant			\$259,593.00				
		MHSA							
Service Description					Total Amount				
Family Urgent Response Sys	tem (FURS)				\$140,511.00				
TOTAL MAXIMUM LIABI	LITY FY 20	20-2021 MHSA			\$140,511.00				
		MEDI-CA	L						
Service Description	Mode of	Service	Estimated	*Rate per	Total Amount				
Service Description	Service	Function Code	Units	Unit	Total Timount				
Assessment and Evaluation	15	30	58,111	\$5.03	\$292,299				
Case Management	Case Management 15 01 10,733 \$3.89								
Crisis Intervention	\$7.08	\$504,323							
TOTAL MAXIMUM LIABI	\$838,374								
TOTAL MAXIMUM LIAP	TOTAL MAXIMUM LIABILITY FY 2020-2021								

Program 5: Mobile Crisis Support Team Fiscal Year 2021-2022								
Personnel	Total Amount							
Lead Clinician					\$74,940.00			
Bilingual Clinical					\$72,930.00			
Bilingual Clinical					\$80,223.00			
TOTAL MAXIMUM LIABI	LITY FY 20	21-2022 Grant			\$228,093.00			
		MHSA						
Service Description					Total Amount			
Family Urgent Response Sys	tem (FURS)				\$440,319.00			
TOTAL MAXIMUM LIABI	LITY FY 20	21-2022 MHSA			\$440,319.00			
		MEDI-CA	L					
Sarvice Description	Mode of	Service	Estimated	*Rate per	Total Amount			
Service Description	Service	Function Code	Units	Unit	Total Alliount			
Assessment and Evaluation	15	30	50,728	\$5.03	\$255,162			
Case Management	15	01	22,429	\$3.89	\$87,249			
Crisis Intervention	\$577,332							
TOTAL MAXIMUM LIABI	\$919,743							
TOTAL MAXIMUM LIAB	ILITY FY	2021-2022			\$1,588,155			

^{*}Services provided beginning July 1, 2020 will be paid at the interim rates which are subject to the cost report settlement process set forth in Exhibit I. These rates are temporary due to the COVID-19 pandemic and will be reduced upon receipt of notice by the State Department of Health Care Services to counties that these COVID-19 pandemic rates are no longer applicable/allowable.

PROGRAM 6: WRAPAROUND

Program 6: Wraparound Fiscal Year 2019-2020 (May 1, 2020 - June 30, 2020)									
Mode of Service Estimated									
Service Description	Service	Function Code	Units	Rate per Unit	Amount				
Intensive Care Coordination	15	01							
Intensive Home-Based Services	15	30							
Assessment and Evaluation	15	30	35,905	\$3.05	\$109,511				
Mental Health Rehabilitation	15	45							
Plan Development	15	45							
Crisis Intervention	15	70	13,323	\$4.29	\$57,156				
TOTAL MAXIMUM LIABILIT	FY FY 201 9	D-2020			\$166,667				

Program 6: Wraparound Fiscal Year 2020-2021									
MEDI-CAL									
Mode of Service Estimated									
Service Description	Service	Function Code	Units	Rate per Unit	Amount				
Assessment and Evaluation	15	30							
Intensive Care Coordination	15	01							
Intensive Home-Based Services	15	30	215,455	\$3.05	\$657,138				
Mental Health Rehabilitation	15	45							
Plan Development	15	45							
Crisis Intervention	15	70	79,921	\$4.29	\$342,862				
TOTAL MAXIMUM LIABILITY FY 2020-2021 Medi-Cal									
]	NON MEDI-CAL							
	Mode of	Service	Estimated		Total				
Service Description	Service	Function Code	Units	Rate per Unit	Amount				
Assessment and Evaluation	15	30							
Intensive Care Coordination	15	01							
Intensive Home-Based Services	15	30	2,395	\$3.05	\$7,305				
Mental Health Rehabilitation	15	45							
Plan Development	15	45							
Crisis Intervention	15	70	628	\$4.29	\$2,695				
TOTAL MAXIMUM LIABILITY	7 FY 2020-2	2021 Non Medi-Ca	1		\$10,000				
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2020)-2021			\$1,010,000				

Program 6: Wraparound Fiscal Year 2021-2022								
	MEDI-CAL							
	Mode of	Service	Estimated		Total			
Service Description	Service	Function Code	Units	Rate per Unit	Amount			
Assessment and Evaluation	15	30						
Intensive Care Coordination	05, 15	01						
Intensive Home-Based Services	15	30	192,145	\$3.42	\$657,136			
Mental Health Rehabilitation	15	45						
Plan Development	15	45						
Crisis Intervention	15	70	71,430	\$4.80	\$342,864			
TOTAL MAXIMUM LIABILITY	Y FY 2021-2	2022 Medi-Cal			\$1,000,000			

NON MEDI-CAL								
	Mode of	Service	Estimated		Total			
Service Description	Service	Function Code	Units	Rate per Unit	Amount			
Assessment and Evaluation	15	30						
Intensive Care Coordination	05, 15	01						
Intensive Home-Based Services	15	30	2,135	\$3.42	\$7,302			
Mental Health Rehabilitation	15	45						
Plan Development	15	45						
Crisis Intervention	15	70	562	\$4.80	\$2,698			
TOTAL MAXIMUM LIABILITY	\$10,000							
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2021	1-2022			\$1,010,000			

PROGRAM 7: MENTAL HEALTH ENHANCED FOSTER CARE

Program 7: Mental Health Enhanced Foster Care Fiscal Year 2020-2021								
(March 8, 2021 – June 30, 2021)								
	Mode of	Service	Estimated	Rate Per				
Services Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	19 222	\$2.36	\$114.066			
Intensive Care Coordination	15	01	48,333	\$2.30	\$114,066			
Intensive Homebased Services	15	30						
Assessment and Evaluation	15	30						
Plan Development	15	45	107.042	¢2.05				
Individual Counseling	15	40			\$329,227			
Mental Health Rehab	15	45						
Family Therapy	15	50	107,943	\$3.05				
Collateral	15	10						
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	3,222	\$5.64	\$18,173			
Crisis Intervention	15	70	1,611	\$4.29	\$6,912			
Therapeutic Foster Care	5	95-98	418	\$217.40	\$90,874			
TOTAL MAXIMUM LIABILI	ΓΥ FY 2020-2	021		•	\$559,252			

Program 7: Mental Health Enhanced Foster Care Fiscal Year 2021-2022								
	Mode of	Service	Estimated	Rate Per	FY 2020-21			
Services Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	43,208	\$2.64	¢114.070			
Intensive Care Coordination	15	01	45,206	\$2.04	\$114,070			
Intensive Homebased Services	15	30						
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40	96,264	\$3.42	\$329,223			
Mental Health Rehab	15	45						
Family Therapy	15	50						
Collateral	15	10						

Collateral Group Counseling	15	30			
Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Medication Support	15	60	2,876	\$6.32	\$18,177
Crisis Intervention	15	70	1,439	\$4.80	\$6,908
Therapeutic Foster Care	5	95-98	1,253	\$217.40	\$272,403
TOTAL MAXIMUM LIABILI	\$740,781				

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum 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 acceptable by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit a Day Care Activity Report for Day Care Services and a Claim Form summarizing service costs, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.
 - CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us
- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar

days of receiving the certified invoice.

- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$13,324,319 for services rendered under this Agreement.
- B. Funding Sources and Estimated Amounts per Fiscal Year. The County retains the right to adjust the funding sources as may be required.

Γ				Fiscal Year (FY) 2019-2020						
	rogram [umber/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount		
1	D'Arrigo	Kinship Adoption FSP Seneca	27CW	\$061,002,50	\$768,874.00	\$192,218.50			\$1,922,185.00		
1	Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$961,092.50	\$961,092.50		\$700,074.00	\$192,216.30			\$1,922,163.00
2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00		
3	Home Alternative Placement	KS Hospital Alternative Placement	27CW4	\$119,707.00	\$119,707.00				\$239,414.00		
4	Compass	TBD	TBD	\$34,790.00	\$34,790.00				\$69,580.00		
5	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC				\$158,818.00		\$158,818.00		
6	Wraparound	Kinship Wraparound	87CSOCW	\$116,666.90	\$50,000.10				\$166,667.00		
T	otal Amount FY	2019-2020	-	\$1,403,986.90	\$1,110,755.50	\$226,564.60	\$158,818.00		\$2,900,125.00		

	Fiscal Year (FY) 2020-2021								
Program Number/Name		Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount
11	Outpatient	Kinship Adoption FSP Seneca	27CW	\$881,402.50	\$705,122.00	\$176,280.50			\$1,762,805.00
		Kinship Center Seneca FSP King City	DLCSOC						\$1,702,803.00
2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00
3	Home Alternative Placement	KS Hospital Alternative Placement	27CW4	\$32,498.00	\$32,498.00				\$64,996.00
4	Compass	TBD	TBD						\$0.00
5	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	\$544,943.10		\$433,941.90	\$259,593.00		\$1,238,478.00
6	Wraparound	Kinship Wraparound	87CSOCW	\$700,000.00	\$300,000.00			\$10,000.00	\$1,010,000.00
7	Mental Health Enhanced Foster Care	TBD	TBD	\$391,476.40	\$167,775.60				\$559,252.00
T	Total Amount per FY 2020-2021			\$2,722,050.50	\$1,342,780.00	\$644,568.50	\$259,593.00	\$10,000.00	\$4,978,992.00

	Fiscal Year (FY) 2021-2022								
	rogram umber/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount
11	D'Arrigo Outpatient	Kinship Adoption FSP Seneca	27CW	\$881,402.50	\$705,122.00	\$176,280.50			\$1,762,805.00
		Kinship Center Seneca FSP King City	DLCSOC						\$1,702,803.00
2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00
1	Home Alternative Placement	KS Hospital Alternative Placement	27CW4						\$0.00
4	Compass	TBD	TBD						\$0.00
5	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	\$597,832.95		\$762,229.05	\$228,093.00		\$1,588,155.00
6	Wraparound	Kinship Wraparound	87CSOCW	\$700,000.00	\$300,000.00			\$10,000.00	\$1,010,000.00
	Mental Health Enhanced Foster Care	Kinship Seneca MH Enhanced Foster Care	27CW5	\$518,546.70	\$222,234.30				\$740,781.00
T	Total Amount per FY 2021-2022			\$2,869,512.65	\$1,364,740.70	\$972,855.65	\$228,093.00	\$10,000.00	\$5,445,202.00

C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2019 - June 30, 2020	\$2,900,125
July 1, 2020 - June 30, 2021	\$4,978,992
July 1, 2021 - June 30, 2022	\$5,445,202
TOTAL MAXIMUM LIABILITY	\$13,324,319

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 <u>Survival of Obligations after Termination</u>, 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. <u>Allowable Costs</u>: 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. <u>Cost Control</u>: 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. <u>Adjustment of Claims Based on Other Data and Information</u>: 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 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.

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 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. 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."

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2020-2021

Program Name:	Program 1: D'Arrigo Outpatient		AVATAR Program(s):	Kinship Adoption FSP Seneca/27CW Kinship Center Seneca FSP King City/DLCSOC
Unduplicated Number	r of Clients Served:	140	Address:	124 River Road, Salinas, CA 93908

		Budget FY 2019-20		Budget FY 2020-2021		Budget FY 2021-2022
A. PROGRAM REVENUES						
Monterey County Funds (Monterey County's Use):						
Provisional Rates						
Estimated Federal Funding Participation & EPSDT	\$	1,753,033.00	\$	1,586,524.50	\$	1,586,524.50
MHSA	\$	169,152.00	\$	176,280.50	\$	176,280.50
SBG funds						
otal Requested Monterey County Funds	\$	1,922,185.00	\$	1,762,805.00	\$	1,762,805.0
ther Program Revenues	$oldsymbol{ol}}}}}}}}}}}}}}}}}$					
OTAL PROGRAM REVENUES (equals Allowable Costs)	\$	1,922,185.00	\$	1,762,805.00	\$	1,762,805.0
. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey					eme	nts contained in
Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified spe	cifical	lly with a particula	r fin	al cost objective.		
		Budget		Budget		Budget
A. Mode Costs (Direct Services)		FY 2019-20		FY 2020-2021		FY 2021-2022
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	1,097,698.00	\$	1,007,674.00	\$	1,007,674.0
2 Payroll taxes	\$	285,400.00	_	2,007,071100	\$	
3 Employee benefits	\$		\$	272,071.98	\$	272,071.9
4 Workers Compensation	\$	_	Ψ	272,071.50	\$	
5 Severance Pay (if required by law, employer-employee agreement or established written policy or	\$				\$	
6 Temporary Staffing	\$				\$	
7 Flexible Client Spending (please provide supporting documents)	\$	13,087.00	\$	32,400.00	\$	32,400.0
8 Travel (costs incurred to carry out the program)	\$	38,180.00	\$	34,300.00	_	34,300.0
9 Employee Travel and Conference	\$	23,755.00	\$	17,448.50	_	17,448.5
10 Communication Costs	\$		<u> </u>		_	
		20,315.00	\$	12,992.00	\$	12,992.0
11 Utilities	\$	16,137.00	\$	9,000.00	\$	9,000.0
12 Cleaning and Janitorial	\$	-	Φ.	21,000,00	\$	-
13 Maintenance and Repairs - Buildings	\$	33,936.00	\$	24,000.00	\$	24,000.0
14 Maintenance and Repairs - Equipment	\$	5,090.00	\$	2,400.00	\$	2,400.0
15 Printing and Publications	\$	-			\$	-
16 Memberships, Subscriptions and Dues	\$	424.00		2,887.00	_	2,887.0
17 Office Supplies	\$	10,423.00	\$	6,000.00	\$	6,000.0
18 Postage and Mailing	\$	212.00	\$	1,000.00	\$	1,000.0
19 Medical Records	\$	-			\$	
20 Data Processing	\$	-			\$	-
21 Rent and Leases - equipment	\$	848.00	\$	500.00	\$	500.0
Rent and Leases - building and improvements (please identify the property address and method of	\$	17,307.00	\$	22,680.00	\$	22,680.0
23 Taxes and assessments (Please identify the property address and method of cost allocation)	\$	-	\$	170.00	\$	170.0
24 Interest in Other Long-term debts (please identify the property address and method of cost	\$	28,252.00	\$	12,000.00	\$	12,000.0
25 Other Professional and Consultant Services (allowable with prior specific approval from Monterey	\$	54,552.00	\$	52,987.00	\$	52,987.0
26 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single	\$	-			\$	-
27 Miscellaneous (please provide details)	\$	12,514.00	\$	17,323.00	\$	17,323.0
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule	\$	27,997.00	\$	18,500.00	\$	18,500.0
29 Total Mode Costs	\$	1,686,127.00	\$	1,546,333.48	\$	1,546,333.4
B. Administrative Costs - the allocation base must reasonably reflect the level of service						
30 Salaries and Benefits						
31 Supplies						
32 Others - please provide details. Expense must be authorized by the County and/or not prohibited						
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule	Ī					
34 Total Administrative Costs	\$	-				
35 TOTAL DIRECT COSTS	\$	1,686,127.00	\$	1,546,333.48	\$	1,546,333.4
I Indirect Cost Centers - include all costs that are incurred for a common or joint purpose bene	fitting					
INDIRECT COSTS		Budget FY 2019-20		Budget FY 2020-2021		Budget FY 2021-2022

	Budget	Budget			Budget
INDIRECT COSTS	FY 2019-20		FY 2020-2021		FY 2021-2022
36 Equipment (purchase price of less than \$5000)	\$ -				
37 Rent and Leases - equipment	\$ -				
38 Rent and Leases - building and improvements	\$ 2,359.00	\$	2,163.27	\$	2,163.27
39 Taxes and assessments	\$ -	\$	-	\$	-
40 Insurance and Indemnity	\$ 9,443.00	\$	8,659.48	\$	8,659.48
41 Maintenance - equipment	\$ -	\$	-	\$	-
42 Maintenance - building and improvements	\$ 2,359.00	\$	2,163.27	\$	2,163.27
43 Utilities	\$ 2,359.00	\$	2,163.27	\$	2,163.27

	Budget FY 2019-20	Budget FY 2020-2021	Budget FY 2021-2022
44 Household Expenses	\$ -	\$ -	\$ -
45 Interest in Bonds	\$ -	\$ -	\$ -
46 Interest in Other Long-term debts	\$ 4,721.00	\$ 4,329.28	\$ 4,329.28
47 Other interest and finance charges	\$ 25,966.00	\$ 23,811.52	\$ 23,811.52
48 Contracts Administration	\$ 28,329.00	\$ 25,978.45	\$ 25,978.45
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	\$ -	\$ -	\$ -
51 Data Processing	\$ -	\$ -	\$ -
52 Personnel Administration	\$ 139,275.00	\$ 127,718.91	\$ 127,718.91
53 Medical Records	\$ -	\$ -	\$ -
54 Other Professional and Specialized Services	\$ 21,247.00	\$ 19,484.07	\$ 19,484.07
55 Transportation and Travel	\$ -	\$ -	\$ -
56 Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus	\$ -	\$ -	\$ -
57 Total Indirect Costs	\$ 236,058.00	\$ 216,471.52	\$ 216,471.52
Total Allowable Costs	\$ 1,922,185.00	\$ 1,762,805.00	\$ 1,762,805.00
COST REPORT INFORMATION:	Budget FY 2019-20	Budget FY 2020-2021	Budget FY 2021-2022
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
Regional Executive Director	\$ 3 143,550	0.20	\$ 28,710
Program Director	\$ 125,510	0.40	\$ 50,204
Clinical Supervisor	\$ 85,000	0.08	\$ 6,375
Program Supervisor (Licensed)	\$ 85,000	0.80	\$ 68,000
Nurse	\$ 5 187,200	0.16	\$ 29,952
Lead Clinician	\$ 5 75,000	1.00	\$ 75,000
Clinician	\$ 5 72,000	7.00	\$ 504,000
Counselor	\$ 45,760	2.60	\$ 118,976
Health Information Specialist	\$ 45,646	1.00	\$ 45,646
Program Assistant	\$ 53,997	0.90	\$ 48,597
Senior Administrative Assistant	\$ 58,664	0.20	\$ 11,733
Clerical Support	\$ 83,200	0.10	\$ 8,320
Facilities Manager	\$ 5 75,000	0.12	\$ 8,661
Supplemental Overtime (Variable FTE)			\$ 3,500
Total Salaries and Wages		14.55	\$ 1,007,674

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2019-20

Program Name:Program 2: Early Childhood TreatmentAVATAR Program(s):Unduplicated Number of Clients Served:25Address:124 River Road, Salinas, CA 93908

			Budget FY 2019-20		Budget FY 2020-2021	Budget FY 2021-2022			
	A. PROGRAM REVENUES								
Monterey	County Funds (Monterey County's Use):								
Provi	isional Rates								
	Estimated Federal Financial Participation & EPSDT	\$	313,237.00	\$	313,237.00	\$	313,237.00		
	MHSA	\$	30,224.00	\$	30,224.00	\$	30,224.00		
			·		· · · · · · · · · · · · · · · · · · ·		·		
Total Reg	uested Monterey County Funds	\$	343,461.00	\$	343,461.00	\$	343,461.00		
	ogram Revenues	Ψ	3 13, 101.00	Ψ	313,101.00	Ψ	313,101.00		
	PROGRAM REVENUES (equals Allowable Costs)	\$	343,461.00	\$	343,461.00	•	343,461.00		
	WABLE COSTS - Allowable expenditures for the care and services of placed Monter				,	-			
	Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified s					II CIIIC	nts contained in		
			Budget		Budget		Budget		
A. M	Iode Costs (Direct Services)		FY 2019-20		FY 2020-2021	F	TY 2021-2022		
1 Salari	ies and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	196,142.00	\$	196,142.00	\$	196,142.00		
2 Payro		\$	51,000.00	\$	51,000.00	\$	51,000.00		
	oyee benefits								
4 Work	xers Compensation								
	rance Pay (if required by law, employer-employee agreement or established written policy								
_	porary Staffing								
	ble Client Spending (please provide supporting documents)	\$	2,338.00	_	,	\$	2,338.00		
	el (costs incurred to carry out the program)	\$		\$	-,	\$	6,820.00		
	oyee Travel and Conference	\$,	\$	4,245.00	\$	4,245.00		
	munication Costs	\$	- ,	\$	3,625.00	\$	3,625.00		
11 Utiliti		\$	2,883.00	\$	2,883.00	\$	2,883.00		
	ning and Janitorial tenance and Repairs - Buildings	\$	6,064.00	\$	6,064.00	\$ \$	6,064.00		
	tenance and Repairs - Buildings tenance and Repairs - Equipment	\$	910.00	\$	910.00	\$	910.00		
	ing and Publications	\$	910.00	\$	910.00	\$	910.00		
	berships, Subscriptions and Dues	\$	76.00	\$	76.00	\$	76.00		
	e Supplies	\$	1,862.00	\$	1,862.00	\$	1,862.00		
	ge and Mailing	\$		\$	38.00	\$	38.00		
19 Medio	cal Records	\$	-	\$	-	\$	-		
20 Data	Processing	\$	-	\$	-	\$	-		
	and Leases - equipment	\$	152.00	\$	152.00	\$	152.00		
	and Leases - building and improvements (please identify the property address and method	\$	3,093.00	\$	3,093.00	\$	3,093.00		
	s and assessments (Please identify the property address and method of cost allocation)	\$	-	\$	-	\$	-		
	est in Other Long-term debts (please identify the property address and method of cost	\$		\$	5,048.00	\$	5,048.00		
	r Professional and Consultant Services (allowable with prior specific approval from t Costs and Related Services (Audits required by and conducted in accordance with the	\$	9,748.00	\$	9,748.00	\$	9,748.00		
_	ellaneous (please provide details)	\$	2,236.00	\$	2,236.00	\$ \$	2,236.00		
	eciation Expenses (please exclude assets purchased by COUNTY funds and provide	\$	5,003.00	\$	5,003.00	\$	5,003.00		
	I Mode Costs	\$	301,283.00	\$	301,283.00	\$	301,283.00		
	Administrative Costs - the allocation base must reasonably reflect the level of service	1		_		-			
	ies and Benefits								
31 Suppl	lies								
	rs - please provide details. Expense must be authorized by the County and/or not								
	eciation Expenses (please exclude assets purchased by COUNTY funds and provide								
	Administrative Costs	\$	-	\$	-	\$	-		
	AL DIRECT COSTS	\$	301,283.00			\$	301,283.00		
II Indirec	et Cost Centers - include all costs that are incurred for a common or joint purpose be				•		• •		
INIDI	RECT COSTS	Budge FY 20			dget 2020-2021	Budg FY 2	get 021-2022		
	oment (purchase price of less than \$5000)	\$	- v	\$		\$	~V==		
	and Leases - equipment	\$	<u>-</u>	\$	<u>-</u> 	\$	-		
	and Leases - equipment and Leases - building and improvements	\$	420.00	\$	420.00	\$	420.00		
	s and assessments	\$	-	\$	+20.00 -	\$	-		
	ance and Indemnity	\$	1,687.00	\$	1,687.00	\$	1,687.00		
	tenance - equipment	\$	-	\$	-	\$	-		
	tenance - building and improvements	\$	422.00	\$	422.00	\$	422.00		
43 Utiliti	· · ·	\$	422.00	\$	422.00	\$	422.00		
4.4 ТТ	ehold Expenses	\$	_	\$		\$			

		Budget FY 2019-20	Budget FY 2020-2021	Budget FY 2021-2022
45 Interest in Bonds	\$	-	\$ -	\$ -
46 Interest in Other Long-term debts	\$	844.00	\$ 844.00	\$ 844.00
47 Other interest and finance charges	\$	4,640.00	\$ 4,640.00	\$ 4,640.00
48 Contracts Administration	\$	5,062.00	\$ 5,062.00	\$ 5,062.00
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	\$	-	\$ -	\$ -
51 Data Processing	\$	-	\$ -	\$ -
52 Personnel Administration	\$	24,885.00	\$ 24,885.00	\$ 24,885.00
53 Medical Records	\$	-	\$ -	\$ -
54 Other Professional and Specialized Services	\$	3,796.00	\$ 3,796.00	\$ 3,796.00
55 Transportation and Travel	\$	-	\$ -	\$ -
56 Advertising (for recruitment of admin personnel, procurement of services and disposal of	\$	-	\$ -	\$ -
57 Total Indirect Costs	\$	42,178.00	\$ 42,178.00	\$ 42,178.00
63 Total Allowable Costs	\$	343,461.00	\$ 343,461.00	\$ 343,461.00
COST REPORT INFORMATION:			dget 7 2020-2021	dget 2021-2022
64 Land				
65 Buildings and Improvements				
66 Equipment (purchase price of \$5000 or more)				
67 Total	0			

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature Date Finance Director's Signature Date

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Regional Executive Director	\$ 127,333	0.06	\$ 7,640
Program Director	\$ 106,113	0.15	\$ 15,917
Clinical Supervisor	\$ 85,907	0.15	\$ 12,886
Nurse	\$ 169,967	0.03	\$ 5,099
Clinician	\$ 61,452	1.65	\$ 101,396
Counselor	\$ 43,113	0.39	\$ 16,814
Health Information Specialist	\$ 44,427	0.30	\$ 13,328
Program Assistant	\$ 42,040	0.15	\$ 6,306
Senior Administrative Assistant	\$ 48,567	0.06	\$ 2,914

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2019-2022 (May 1, 2020 - June 30, 2022)

Program Name:Program 6: WraparoundAVATAR Prog Kinship Wraparound/87CSOCWUnduplicated Number of Clients Served:34Address: 124 River Road, Salinas, CA 93908

						A 93908
	F	Budget FY 2019-20	I	Budget FY 2020-21	F	Budget Y 2021-22
A. PROGRAM REVENUES						
Monterey County Funds (Monterey County's Use):						
Provisional Rates Estimated Federal Fund Participation & EPSDT	Φ	166 666 67	Φ	1,000,000.00	c	1,000,000.00
SBG funds	\$	166,666.67	\$	10,000.00	\$	10,000.00
MHSA			Ф	10,000.00	Ф	10,000.00
Total Requested Monterey County Funds	\$	166,666.67	\$	1,010,000.00	\$ 1	1,010,000.00
Other Program Revenues						
TOTAL PROGRAM REVENUES (equals Allowable Costs)		166,666.67		1,010,000.00		1,010,000.00
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can				•		
1. Direct Cost Centers - a direct cost, as defined in ONID A-87, is a cost that can	De I	Budget		Budget	litic	Budget
A. Mode Costs (Direct Services)	F	Y 2019-20	I	FY 2020-21	F	Y 2021-22
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	97,720.38	\$	586,117.90	\$	586,117.90
2 Payroll taxes	\$	7,329.03	\$	43,958.84	\$	43,958.84
3 Employee benefits	\$	18,078.27	\$	108,431.81	\$	108,431.81
4 Workers Compensation						
5 Severance Pay (if required by law, employer-employee agreement or established	<u> </u>					
6 Temporary Staffing	-					
7 Flexible Client Spending (please provide supporting documents) 8 Travel (costs incurred to carry out the program)	\$	4,485.00	\$	26,910.00	\$	26,910.00
9 Employee Travel and Conference	\$	1,192.50	\$	7,155.00	\$	7,155.00
10 Communication Costs	\$	1,192.50	\$	7,155.00	\$	7,155.00
11 Utilities	\$	912.45	\$	5,474.70	\$	5,474.70
12 Cleaning and Janitorial				,		,
13 Maintenance and Repairs - Buildings	\$	1,000.00	\$	6,000.00	\$	6,000.00
14 Maintenance and Repairs - Equipment	\$	120.00	\$	720.00	\$	720.00
15 Printing and Publications						
16 Memberships, Subscriptions and Dues	\$	83.33	\$	500.00	\$	500.00
17 Office Supplies18 Postage and Mailing	\$	400.00	\$	2,400.00	\$	2,400.00
19 Medical Records	+					
20 Data Processing						
21 Rent and Leases - equipment						
22 Rent and Leases - building and improvements (please identify the property	\$	3,649.80	\$	21,898.80	\$	21,898.80
23 Taxes and assessments (Please identify the property address and method of cost						
24 Interest in Other Long-term debts (please identify the property address and						
25 Other Professional and Consultant Services (allowable with prior specific	\$	3,440.00	\$	20,640.00	\$	20,640.00
26 Audit Costs and Related Services (Audits required by and conducted in	¢	7 241 25	Ф	44.047.50	Ф	44.047.50
27 Miscellaneous (please provide details): expendable equipment, staff recruitment,28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and	\$	7,341.25 640.00	\$ \$	44,047.50 3,840.00	\$	44,047.50 3,840.00
29 Total Mode Costs	\$	147,584.51	\$	885,249.55	\$	885,249.55
B. Administrative Costs - the allocation base must reasonably reflect the lev	<u> </u>	· · · · · · · · · · · · · · · · · · ·				· · · · · · · · · · · · · · · · · · ·
program/activity and there must be a direct causal relationship between the				-	-	
30 Salaries and Benefits	T	duion busca		tulia the sel v		
31 Supplies						
32 Others - please provide details. Expense must be authorized by the County						
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and						
34 Total Administrative Costs	\$	-	\$	-	\$	-
35 TOTAL DIRECT COSTS	\$	147,584.51	\$	885,249.55	\$	885,249.55
II Indirect Cost Centers - include all costs that are incurred for a common or j	oint		efitt	-	n on	
INDIDECT COSTS		Budget	,	Budget		Budget
INDIRECT COSTS 36 Equipment (purchase price of less than \$5000)	\$	TY 2019-20		FY 2020-21		Y 2021-22
36 Equipment (purchase price of less than \$5000) 37 Rent and Leases - equipment	\$		\$		\$	-
38 Rent and Leases - equipment 38 Rent and Leases - building and improvements	\$	190.02	\$	1,242.24	\$	1,242.24
39 Taxes and assessments	\$	-	\$	- 1,2 12.2T	\$	- 1,2 72.27
40 Insurance and Indemnity	\$	763.25	\$	4,989.66	\$	4,989.66
41 Maintenance - equipment	\$	-	\$	=	\$	-
11 Mantenance equipment		100.02	\$	1,248.16	\$	1,248.16
42 Maintenance - building and improvements	\$	190.92	9	1,248.10	ψ	1,270.10
	\$ \$ \$	190.92	\$ \$	1,248.16	\$ \$	1,248.16

45	Interest in Bonds	\$	-	\$	-	\$	-
46	Interest in Other Long-term debts	\$	381.85	\$	2,496.31	\$	2,496.31
47	Other interest and finance charges	\$	2,099.26	\$	13,723.79	\$	13,723.79
48	Contracts Administration	\$	2,290.19	\$	14,971.95	\$	14,971.95
49	Legal and Accounting (when required for the administration of the County	\$	-	\$	-	\$	-
50	Audit Costs and Related Services (Audits required by and conducted in	\$	-	\$	-	\$	-
51	Data Processing	\$	-	\$	-	\$	-
52	Personnel Administration	\$	11,258.66	\$	73,602.70	\$	73,602.70
53	Medical Records	\$	-	\$	-	\$	-
54	Other Professional and Specialized Services	\$	1,717.42	\$	11,227.48	\$	11,227.48
55	Transportation and Travel	\$	-	\$	-	\$	-
56	Advertising (for recruitment of admin personnel, procurement of services and	\$	-	\$	-	\$	-
57	Total Indirect Costs	\$	19,082.49	\$	124,750.45	\$	124,750.45
63	Total Allowable Costs	\$	166,667.00	\$	1,010,000.00	\$	1,010,000.00
	COST REPORT INFORMATION:			I	Budget FY 2020-21	F	Budget TY 2021-22
64	Land						
65	Buildings and Improvements						
66	Equipment (purchase price of \$5000 or more)						
67	Total	0					

reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of

Executive Director's Signature Date Finance Director's Signature Date

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

supplemental selection of substitutes and wages inside cost (Sheet self-veets)			FY1	9/20	0		FY2	0/2	1		FY2	21/2	2
	FTE (Full Time		Annual		ANNUAL	A	Annual		ANNUAL		Annual	A	ANNUAL
TITLE OF POSITION	Employee)	Sa	alary/Wage		TOTAL	Sala	ry/Wage		TOTAL	Sal	lary/Wage		TOTAL
Regional Executive Director	0.10	\$	176,400	\$	2,940.00	\$	176,400	\$	17,640.00	\$	176,400	\$	17,640.00
Program Director	0.00	\$	104,738	\$	-	\$	104,738	\$	-	\$	104,738	\$	-
Clinical Supervisor	1.000	\$	93,713	\$	15,618.75	\$	93,713	\$	93,712.50	\$	93,713	\$	93,712.50
Care Coordinator	1.60	\$	71,663	\$	19,110.00	\$	71,663	\$	114,455.60	\$	71,663	\$ 1	114,455.60
Bilingual Care Coordinator	2.00	\$	78,829	\$	26,276.25	\$	78,829	\$	157,657.50	\$	78,829	\$ 1	157,657.50
Support Counselor	2.00	\$	51,597	\$	17,199.00	\$	51,597	\$	103,194.00	\$	51,597	\$.	103,194.00
Bilingual Support Counselor	1.00	\$	56,757	\$	9,459.45	\$	56,757	\$	56,756.70	\$	56,757	\$	56,756.70
Family Partner	0.000	\$	51,597	\$	-	\$	51,597	\$	-	\$	51,597	\$	-
Bilingual Family Partner	0.00	\$	56,757	\$	-	\$	56,757	\$	-	\$	56,757	\$	-
Permanency Specialist	0.00	\$	51,597	\$	-	\$	51,597	\$	-	\$	51,597	\$	-
Senior Administrative Assistant	0.10	\$	51,597	\$	859.95	\$	51,597	\$	5,159.70	\$	51,597	\$	5,159.70
Program Assistant	0.00	\$	51,597	\$	-	\$	51,597	\$	-	\$	51,597	\$	-
Health Information Specialist	0.20	\$	51,597	\$	1,719.90	\$	51,597	\$	10,319.40	\$	51,597	\$	10,319.40
Facility Manager	0.05	\$	88,200	\$	735.00	\$	88,200	\$	4,410.00	\$	88,200	\$	4,410.00
Administrator On-Call	0.00		_	\$	-			\$	-			\$	-
Supplemental Overtime Allowance (Crisis Response)	Variable FTE	Va	ariable FTE	\$	3,802.08	Vari	able FTE	\$	22,812.50			\$	22,812.50
Total Salaries and Wages	8.05		_	\$	97,720.38			\$	586,117.90		_	\$ 5	586,117.90

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2020-2021 (March 8, 2021 - June 30, 2022)

Program Name:	Program 7: Mental Health	Enhanced Foster Care	AVATAR Program(s): TBD
Unduplicated Number	r of Clients Served:	10	Address: 124 River Road, Salinas, CA 93908

		Budget		Budget		Budget
<u> </u>		FY 2019-20]	FY 2020-21	F	Y 2021-22
	A. PROGRAM REVENUES					
	terey County Funds (Monterey County's Use):					
	Provisional Rates					
$\vdash \vdash$	Estimated Federal Fund Participation & EPSDT		\$	559,252.00	\$	740,781.00
	MHSA					
\vdash			<u> </u>			
\vdash			_			
		Φ.	Φ.		Φ.	7.10.701.00
	Requested Monterey County Funds	\$ -	\$	559,252.00	\$	740,781.00
	r Program Revenues	*			Φ.	7.10. 701.00
	AL PROGRAM REVENUES (equals Allowable Costs)	\$ -	\$	559,252.00	\$	740,781.00
	LLOWABLE COSTS - Allowable expenditures for the care and services of placed Monrect Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified.					
1. Di	rect Cost Centers - a direct cost, as defined in Ovid A-67, is a cost that can be identified	Budget	пар	Budget	Cost	Budget
	A. Mada Casta (Direct Couriese)	FY 2019-20	Ι,	FY 2020-21	T.	Y 2021-22
	A. Mode Costs (Direct Services)	FT 2017-20				
	Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)		\$	281,250.00	\$	359,888.00
	Payroll taxes		Φ	75.027.50	Φ	07 160 76
	Employee benefits Workers Compensation		\$	75,937.50	\$	97,169.76
	Severance Pay (if required by law, employer-employee agreement or established written Temporary Staffing		\vdash			
	Flexible Client Spending (please provide supporting documents)		\$	3,294.00	\$	3,294.00
	Travel (costs incurred to carry out the program)		\$	10,634.00	\$	10,634.00
-	Employee Travel and Conference		\$	2,510.00	\$	2,510.00
	Communication Costs		\$	4,326.00	\$	4,326.00
	Utilities		\$	7,963.00	\$	7,963.00
	Cleaning and Janitorial		Ψ	7,903.00	Ψ	7,903.00
	Maintenance and Repairs - Buildings		\$	2,400.00	\$	2,400.00
	Maintenance and Repairs - Equipment		\$	2,958.00	\$	2,958.00
	Printing and Publications		Ψ	2,730.00	Ψ	2,750.00
	Memberships, Subscriptions and Dues					
-	Office Supplies		\$	1,650.00	\$	1,650.00
	Postage and Mailing		Ψ	1,000.00	Ψ	1,020.00
	Medical Records					
	Data Processing					
	Rent and Leases - equipment					
	Rent and Leases - building and improvements (please identify the property address and					
	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		\$	2,750.00	\$	2,750.00
25 (Other Professional and Consultant Services (allowable with prior specific approval from		\$	43,607.00	\$	43,607.00
26 .	Audit Costs and Related Services (Audits required by and conducted in accordance with the					·
27	Miscellaneous (please provide details)		\$	38,012.00	\$	97,412.00
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide		\$	13,240.00	\$	13,240.00
	Total Mode Costs	\$ -	\$	490,531.50	\$	649,801.76
]	B. Administrative Costs - the allocation base must reasonably reflect the level of service	ce received by the	Cou	inty from the p	rog	am/activity
	Salaries and Benefits			^		
			<u> </u>			
30 \$	Supplies					
30 S 31 S						
30 S 31 S 32 G	Supplies					
30 S 31 S 32 G 33 I	Supplies Others - please provide details. Expense must be authorized by the County and/or not	\$ -	\$	-	\$	-
30 S 31 S 32 G 33 I 34 S 35 S	Supplies Others - please provide details. Expense must be authorized by the County and/or not Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Total Administrative Costs TOTAL DIRECT COSTS	\$ -	\$	490,531.50	\$	
30 S 31 S 32 G 33 I 34 S 35 S	Supplies Others - please provide details. Expense must be authorized by the County and/or not Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Total Administrative Costs	\$ - se benefitting mor	\$ e tha	an one final cos	\$ st ob	jective, that
30 S 31 S 32 G 33 I 34 S 35 S	Supplies Others - please provide details. Expense must be authorized by the County and/or not Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Total Administrative Costs TOTAL DIRECT COSTS Indirect Cost Centers - include all costs that are incurred for a common or joint purpos	\$ - se benefitting mor Budget	\$ e tha	an one final cos	\$ t ob Bu	jective, that
30 S 31 S 32 G 33 I 34 S 35 S	Supplies Others - please provide details. Expense must be authorized by the County and/or not Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Total Administrative Costs TOTAL DIRECT COSTS	\$ - se benefitting mor	\$ e tha	an one final cos	\$ t ob Bu	jective, that
30 S 31 S 32 G 33 I 34 T 35 T	Supplies Others - please provide details. Expense must be authorized by the County and/or not Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Total Administrative Costs TOTAL DIRECT COSTS Indirect Cost Centers - include all costs that are incurred for a common or joint purpos	\$ - e benefitting mor Budget FY 2019-20 \$ -	\$ e tha	an one final cos	\$ t ob Bu	jective, that
30 s 31 s 32 d 33 l 34 r 35 r II In	Supplies Others - please provide details. Expense must be authorized by the County and/or not Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Total Administrative Costs TOTAL DIRECT COSTS Indirect Cost Centers - include all costs that are incurred for a common or joint purpos INDIRECT COSTS	\$ - e benefitting mor Budget FY 2019-20	\$ e tha Buc FY	an one final cos dget 2020-21	\$ st ob Buc FY	jective, that
30 \$ 31 \$ 32 \$ 6 33 \$ 1 \$ 34 \$ 7 \$ 1 \$ 1 \$ 1 \$ 36 \$ 1 \$ 37 \$ 1	Supplies Others - please provide details. Expense must be authorized by the County and/or not Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Total Administrative Costs TOTAL DIRECT COSTS Indirect Cost Centers - include all costs that are incurred for a common or joint purpos INDIRECT COSTS Equipment (purchase price of less than \$5000)	\$ - e benefitting mor Budget FY 2019-20 \$ -	\$ e that Buckey FY	an one final cos dget 2020-21	\$ at obj Buck FY	jective, that dget 2021-22
30 \$ 31 \$ 32 \$ 6 33 \$ 1 \$ 34 \$ 7 \$ 1 \$ 1 \$ 1 \$ 1 \$ 36 \$ 1 \$ 38 \$ 1 \$ 38 \$ 1	Supplies Others - please provide details. Expense must be authorized by the County and/or not Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Total Administrative Costs TOTAL DIRECT COSTS Indirect Cost Centers - include all costs that are incurred for a common or joint purpos INDIRECT COSTS Equipment (purchase price of less than \$5000) Rent and Leases - equipment	\$ - e benefitting mor Budget FY 2019-20 \$ -	\$ e that Buckey FY	an one final cos dget 2020-21	\$ st ob Buc FY \$	jective, that dget 2021-22
30 \$ 31 \$ 32 \$ 6 33 \$ 1 \$ 34 \$ 7 \$ 1 \$ 1 \$ 1 \$ 36 \$ 1 \$ 39 \$ 7 \$ 1 \$ 38 \$ 1 \$ 39 \$ 7 \$ 1 \$ 39 \$ 7 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1 \$ 1	Supplies Others - please provide details. Expense must be authorized by the County and/or not Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Total Administrative Costs TOTAL DIRECT COSTS INDIRECT COSTS Equipment (purchase price of less than \$5000) Rent and Leases - equipment Rent and Leases - building and improvements	\$ - e benefitting mor Budget FY 2019-20 \$ -	\$ Buckey \$ \$	an one final cos dget 2020-21 - -	\$ st ob Buck FY \$ \$ \$	dget 2021-22 - -

EXHIBIT H-4

	Budget FY 2019-20	Budget FY 2020-21	Budget FY 2021-22
42 Maintenance - building and improvements	11 2015-20	\$ -	\$ -
43 Utilities		\$ 687.56	\$ 910.27
44 Household Expenses		\$ 687.56	\$ 910.27
45 Interest in Bonds		\$ -	\$ -
46 Interest in Other Long-term debts		\$ -	\$ -
47 Other interest and finance charges		\$ 1,375.13	\$ 1,820.53
48 Contracts Administration		\$ 7,559.94	\$ 10,008.62
49 Legal and Accounting (when required for the administration of the County Programs)		\$ 8,247.50	\$ 10,918.89
50 Audit Costs and Related Services (Audits required by and conducted in accordance with the		\$ -	\$ -
51 Data Processing		\$ -	\$ -
52 Personnel Administration		\$ -	\$ -
53 Medical Records		\$ 40,545.06	\$ 53,677.71
54 Other Professional and Specialized Services		\$ -	\$ -
55 Transportation and Travel		\$ 6,184.81	\$ 8,188.09
56 Advertising (for recruitment of admin personnel, procurement of services and disposal of		\$ -	\$ -
57 Total Indirect costs	\$ -	\$ 68,720.50	\$ 90,979.24
63 Total Allowable Costs	\$ -	\$ 559,252.00	\$ 740,781.00
COST REPORT INFORMATION:		Budget FY 2020-21	Budget FY 2021-22
64 Land			
65 Buildings and Improvements			
66 Equipment (purchase price of \$5000 or more)			
67 Total	0		

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are

Executive Director's Signature

Date

Finance Director's Signature

Date

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	nnual Salary/Wag	(Full Time Employ	FY2	1 Total	FTE	F	722 Total
Regional Executive Director	\$ 145,000	0.05	\$	7,250	0.075	\$	10,875
Director	\$ 105,000	0.20	\$	21,000	0.25	\$	26,250
Program Supervisor	\$ 95,000	0.35	\$	33,416	0.40	\$	38,190
TFC Clinician	\$ 70,300	0.20	\$	14,060	0.60	\$	42,414
Clinician	\$ 72,930	1.00	\$	72,930	1.00	\$	72,930
Support Counselor	\$ 47,840	1.00	\$	47,840	1.00	\$	47,840
Resource Family Recruiter & Retention Specialist	\$ 47,840					\$	-
Senior Administrative Assistant	\$ 52,624	0.05	\$	2,631	0.075	\$	3,947
Program Assistant	\$ 47,840	0.25	\$	11,960	0.25	\$	11,960
Health Information Specialist	\$ 47,840	0.25	\$	11,960	0.25	\$	11,960
Facilities Manager (variable FTE)			\$	3,553		\$	4,693
Administrator On Call (variable FTE)			\$	19,250		\$	28,500
Supplemental Overtime/Crisis Response (variable FTE)			\$	35,400		\$	60,329
						\$	-
Total Salaries and Wages			\$	281,250		\$	359,888

AMENDMENT NO. 3 TO MENTAL HEALTH SERVICES AGREEMENT A-14355 BY AND BETWEEN COUNTY OF MONTEREY AND SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER

THIS AMENDMENT NO. 3 is made to MENTAL HEALTH SERVICES AGREEMENT A-14355 by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-14355 for the provision of mental health services to children and their families in the amount of \$7,723,920 for the term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT No. 1 to AGREEMENT A-14355 to add Program 5: Mobile Crisis Support Team and Program 6: Wraparound and revise the total AGREEMENT to \$12,555,719 for the term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT NO. 2 to AGREEMENT A-14355 to revise Programs 1, 2, 5, and 6, terminate Programs 3 and 4, and add a new Program 7: Mental Health Enhanced Foster Care for a revised total Agreement amount not to exceed \$13,322,616 for the same term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT A-14355 to revise Program 5 units and rates for Fiscal Year (FY) 2020-21 and FY 2021-22 for a revised total Agreement amount not to exceed \$13,324,319 for the same term July 1, 2019 to June 30, 2022.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. EXHIBIT B-3: PAYMENT AND BILLING PROVISIONS replaces EXHIBIT B-2. All references in the AGREEMENT to EXHIBIT B-2 shall be construed to refer to EXHIBIT B-3.
- 2. EXHIBIT H-3: BUDGET AND EXPENDITURE REPORT replaces EXHIBIT H-2. All references in the AGREEMENT to EXHIBIT H-2 shall be construed to refer to EXHIBIT H-3.
- 3. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
- 4. This AMENDMENT NO. 3 shall be effective July 1, 2020.
- 5. A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the COUNTY on June 24, 2019.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 3 as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
By:			SENECA FAMILY OF AGENCIES
•	Contracts/Purchasing Officer		DBA KINSHP CENTER
Date:			Contractor's Business Name*
Date.		By:	leticia Galyean
By:	Department Head (if applicable)		(Signature of Chair, President, or Vice-president) * Leticia Galyean COO
ъ.	9/2/2021 5:38 PM PDT		Name and Title
Date:		Date:	6/22/2021 10:50 AM PDT
By:			
Date:	Board of Supervisors (if applicable)		
Appro	ved as to Form 1		DocuSigned by:
By:	Marina Pantchenko	By:	Janut Briggs CFO
J	County Counsel		(Signature of Secretary, Asst. Secretary,
Date:	7/29/2021 2:47 PM PDT		CFO, Treasurer or Asst. Treasurer) *
Dutc.			Janet Briggs
Appro	ved as to Fiscal Provisions ²		Name and Title
By:	Gary Giboney	Date:	6/23/2021 7:03 AM PDT
_ ; .	Auditor/Controller		
Date:	7/29/2021 2:52 PM PDT		
Appro	ved as to Liability Provisions ³		
By:			
	Risk Management		
Date:			

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval 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

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT B-3: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOATIED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. Payment Method is Rate multiplied by the Units. Rate schedules and maximum annual liability for each program are as follows below.

Invoices requesting payment shall be prepared for each program separately and accompanied by Exhibit G: Behavioral Health Cost Reimbursement Invoice for the appropriate program.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of \$13,324,319 for FY 2019-20 through FY 2021-22.

PROGRAM SUMMARY

Program	FY 2019-20	FY 2020-21	FY 2021-22	Total Amount
Program 1: D'Arrigo Outpatient	\$1,922,185	\$1,762,805	\$1,762,805	\$5,447,795
Program 2: Early Childhood Treatment	\$343,461	\$343,461	\$343,461	\$1,030,383
Program 3: Home Alternative Placement	\$239,414	\$64,996	\$0	\$304,410
Program 4: Compass	\$69,580	\$0	\$0	\$69,580
Program 5: Mobile Crisis Support Team	\$158,818	\$1,238,478	\$1,588,155	\$2,985,451
Program 6: Wraparound	\$166,667	\$1,010,000	\$1,010,000	\$2,186,667
Program 7: Mental Health Enhanced Foster Care	\$0	\$559,252	\$740,781	\$1,300,033
Total	\$2,900,125	\$4,978,992	\$5,445,202	\$13,324,319

PROGRAM 1: D'ARRIGO OUTPATIENT

Program 1: D'Arrigo Outpatient Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	89,185	\$2.36	\$210,477			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	536,090	\$3.05	\$1,635,075			
Collateral	15	10						
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	12,492	\$5.64	\$70,455			
Crisis Intervention	15	70	1,440	\$4.29	\$6,178			
TOTAL MAXIMUM LIABIL	TY FY 2019-2	020			\$1,922,185			

Program 1: D'Arrigo Outpatient Fiscal Year 2020-21								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	81,789	\$2.36	\$193,023			
Intensive Care Coordination	15	01	01,709	\$2.30	\$193,023			
Intensive Homebase Services	15	30						
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45	491,640	\$3.05	\$1,499,502			
Family Therapy	15	30	491,040	\$5.05	\$1,499,302			
Collateral	15	10						
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	11,456	\$5.64	\$64,612			
Crisis Intervention	15	70	1,321	\$4.29	\$5,668			
PROGRAM 1: TOTAL MAXIN	MUM LIABIL	ITY FY 2020-21			\$1,762,805			

Program 1: D'Arrigo Outpatient Fiscal Year 2021-22								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	01 700	\$2.36	¢102.022			
Intensive Care Coordination	15	01	81,789	\$2.30	\$193,023			
Intensive Homebase Services	15	30						
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40	491,640	\$3.05	¢1 400 502			
Mental Health Rehab	15	45	491,040	\$5.05	\$1,499,502			
Family Therapy	15	30	1					
Collateral	15	10						
Collateral Group Counseling	15	30						

Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	11,456	\$5.64	\$64,612			
Crisis Intervention	15	70	1,321	\$4.29	\$5,668			
PROGRAM 1: TOTAL MAX	PROGRAM 1: TOTAL MAXIMUM LIABILITY FY 2021-22							

PROGRAM 2: EARLY CHILDHOOD TREATMENT

Program 2: Early Childhood Treatment Fiscal Year 2019-2020									
	Mode of	Service	Estimated	Rate per					
Service Description	Service	Function Code	Units	Unit	Total Amount				
Case Management	15	01	11,539	\$2.36	\$27,233				
Assessment and Evaluation	15	30							
Plan Development	15	45							
Individual Counseling	15	40							
Mental Health Rehab	15	45							
Family Therapy	15	50	102,087	\$3.05	\$311,366				
Collateral	15	10							
Collateral Group Counseling	15	30							
Group Therapy	15	50							
Group Rehab/Counseling	15	50							
Medication Support	15	60	862	\$5.64	\$4,862				
TOTAL MAXIMUM LIABILI	ΓΥ FY 2019-2	2020			\$343,461				

Program 2: Early Childhood Treatment Fiscal Year 2020-2021									
	Mode of	Service	Estimated	Rate per					
Service Description	Service	Function Code	Units	Unit	Total Amount				
Case Management	15	01	11,539	\$2.36	\$27,233				
Assessment and Evaluation	15	30							
Plan Development	15	45							
Individual Counseling	15	40							
Mental Health Rehab	15	45							
Family Therapy	15	50	102,087	\$3.05	\$311,366				
Collateral	15	10							
Collateral Group Counseling	15	30	1						
Group Therapy	15	50							
Group Rehab/Counseling	15	50	1						
Medication Support	15	60	862	\$5.64	\$4,862				
TOTAL MAXIMUM LIABILI	ГҮ FY 2020-20	021			\$343,461				

Program 2: Early Childhood Treatment Fiscal Year 2021-2022									
	Mode of	Service Function	Estimated	Rate per					
Service Description	Service	Code	Units	Unit	Total Amount				
Case Management	15	01	11,539	\$2.36	\$27,233				
Assessment and Evaluation	15	30							
Plan Development	15	45							
Individual Counseling	15	40	102,087	\$3.05	\$311,366				
Mental Health Rehab	15	45							
Family Therapy	15	50							

Collateral	15	10			
Collateral Group Counseling	15	30			
Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Medication Support	15	60	862	\$5.64	\$4,862
TOTAL MAXIMUM LIABIL	\$343,461				

PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT

** Effective March 8, 2021 the Hospital Alternative Placement program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

Program 3: Hospital Alternative Placement Fiscal Year 2019-2020						
	Mode of	Service	Estimated	Rate per		
Service Description	Service	Function Code	Units	Unit	Total Amount	
Case Management	15	01	4,320	\$2.36	\$10,196	
Assessment and Evaluation	15	30				
Plan Development	15	45				
Individual Counseling	15	40				
Mental Health Rehab	15	45			\$40,559	
Family Therapy	15	50	12.200	\$3.05		
Collateral	15	10	13,298			
Group Rehab/Counseling	15	50				
Therapeutic Behavioral Services	15	58				
Intensive Care Coordination	15	01				
Intensive Homebased Services	15	30				
Medication Support	15	60	3,600	\$5.64	\$20,304	
Crisis Intervention	15	70	2,250	\$4.29	\$9,653	
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702	
TOTAL MAXIMUM LIABILIT	TOTAL MAXIMUM LIABILITY FY 2019-20					

Program 3: Hospital Alternative Placement Fiscal Year 2020-21							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	6,722	\$2.36	\$15,864		
Assessment and Evaluation	15	30	9,797	\$3.05	\$29,881		
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	30]				
Collateral	15	10					
Collateral Parent Therapy	15	30					
Group Rehab/Counseling	15	50]				
Therapeutic Behavioral Services	15	58					
Intensive Care Coordination	15	01					
Intensive Homebased Services	15	30					
Medication Support	15	60	772	\$5.64	\$4,355		
Crisis Intervention	15	70	685	\$4.29	\$2,939		
Therapeutic Foster Care	05	95-98	55	\$217.40	\$11,957		
PROGRAM 3: TOTAL MAXIM	IUM LIABII	LITY FY 2020-21			\$64,996		

PROGRAM 4: COMPASS

** Effective March 8, 2021 the Compass program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

Program 4: Compass Fiscal Year 2019-2020							
	Mode of	Service	Estimated	Rate per	FY 2019-20		
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	2,888	\$2.36	\$6,816		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	50	12,600	\$3.05	\$38,430		
Collateral	15	10					
Group Rehab/Counseling	15	50					
Intensive Care Coordination	15	01					
Intensive Homebased Services	15	30					
Medication Support	15	60	480	\$5.64	\$2,708		
Crisis Intervention	15	70	480	\$4.29	\$2,060		
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566		
TOTAL MAXIMUM LIABILITY	Y FY 2019-2	2020			\$69,580		

There were no youth in placement during Fiscal Year 2020-21 (July 1, 2020 – March 8, 2021)

PROGRAM 5: MOBILE CRISIS SUPPORT TEAM

Program 5: Mobile Crisis Support Team Fi (May 1, 2020 - June 30, 2020	
GRANT	
Personnel	Total Amount
Lead Clinician	\$0.00
Bilingual Clinical	\$0.00
Bilingual Clinical	\$0.00
Total Personnel	\$0.00
Operational	Total Amount
Program Support	\$2,692.68
Personnel Start up	\$156,124.90
Total Operational	\$158,817.58
TOTAL MAXIMUM LIABILITY FY 2019-2020 Grant	\$158,818.00

Program 5: Mobile Crisis Supp	oort Team Fiscal Year 2020-21
GRA	ANT
Personnel	Total Amount
Lead Clinician	\$74,940.00
Bilingual Clinical	\$72,930.00
Bilingual Clinical	\$80,223.00
Total Personnel	\$228,093.00

Operational					Total Amount
Program Support					\$1,500.00
Personnel Startup					\$30,000.00
Total Operational					\$31,500.00
TOTAL MAXIMUM LIABI	LITY FY 20	20-21 Grant			\$259,593.00
		MHSA			
Service Description		Total Amount			
Family Urgent Response Sys		\$140,511.00			
TOTAL MAXIMUM LIABI	LITY FY 20	20-21 MHSA			\$140,511.00
		MEDI-CA	L		
Service Description	Mode of	Service	Estimated	*Rate per	Total Amount
Service Description	Service	Function Code	Units	Unit	Total Timount
Assessment and Evaluation	15	30	58,111	\$5.03	\$292,299
Case Management	15	01	10,733	\$3.89	\$41,752
Crisis Intervention	\$504,323				
TOTAL MAXIMUM LIABI	\$838,374				
PROGRAM 5: TOTAL MA	\$1,238,478				

Program 5: Mobile Crisis Support Team Fiscal Year 2021-22								
GRANT								
Personnel					Total Amount			
Lead Clinician					\$74,940.00			
Bilingual Clinical					\$72,930.00			
Bilingual Clinical					\$80,223.00			
TOTAL MAXIMUM LIABI	LITY FY 20	21-22 Grant			\$228,093.00			
		MHSA						
Service Description	Total Amount							
Family Urgent Response Syst	\$440,319.00							
TOTAL MAXIMUM LIABI	\$440,319.00							
		MEDI-CA	L					
Service Description	Mode of Service	Service Function Code	Estimated Units	*Rate per Unit	Total Amount			
Assessment and Evaluation	15	30	50,728	\$5.03	\$255,162			
Case Management	15	01	22,429	\$3.89	\$87,249			
Crisis Intervention	\$577,332							
TOTAL MAXIMUM LIABI	\$919,743							
PROGRAM 5: TOTAL MA	XIMUM L	IABILITY FY 20	21-2022		\$1,588,155			

^{*}Services provided beginning July 1, 2020 will be paid at the interim rates which are subject to the cost report settlement process set forth in Exhibit I. These rates are temporary due to the COVID-19 pandemic and will be reduced upon receipt of notice by the State Department of Health Care Services to counties that these COVID-19 pandemic rates are no longer applicable/allowable.

PROGRAM 6: WRAPAROUND

Program 6: Wraparound Fiscal Year 2019-2020 (May 1, 2020 - June 30, 2020)								
	Mode of Service Estimated Total							
Service Description	Service	Function Code	Units	Rate per Unit	Amount			
Intensive Care Coordination	15	01						
Intensive Home-Based Services	15	30						
Assessment and Evaluation	15	30	35,905	\$3.05	\$109,511			
Mental Health Rehabilitation	15	45						
Plan Development	15	45						
Crisis Intervention	15	70	13,323	\$4.29	\$57,156			
PROGRAM 6: TOTAL MAXIMUM LIABILITY FY 2019-2020								

Program 6: Wraparound Fiscal Year 2020-2021								
	MEDI-CAL							
	Mode of	Service	Estimated		Total			
Service Description	Service	Function Code	Units	Rate per Unit	Amount			
Assessment and Evaluation	15	30						
Intensive Care Coordination	15	01						
Intensive Home-Based Services	15	30	215,455	\$3.05	\$657,138			
Mental Health Rehabilitation	15	45						
Plan Development	15	45						
Crisis Intervention	15	70	79,921	\$4.29	\$342,862			
TOTAL MAXIMUM LIABILITY	FY 2020-	2021 Medi-Cal			\$1,000,000			
]	NON MEDI-CAL						
	Mode of	Service	Estimated		Total			
Service Description	Service	Function Code	Units	Rate per Unit	Amount			
Assessment and Evaluation	15	30						
Intensive Care Coordination	15	01						
Intensive Home-Based Services	15	30	2,395	\$3.05	\$7,305			
Mental Health Rehabilitation	15	45						
Plan Development	15	45						
Crisis Intervention	15	70	628	\$4.29	\$2,695			
TOTAL MAXIMUM LIABILITY FY 2021-2022 Non Medi-Cal								
PROGRAM 6: TOTAL MAXIN	MUM LIAB	BILITY FY 2021-2	2022		\$1,010,000			

Program 6: Wraparound Fiscal Year 2021-2022							
MEDI-CAL							
	Mode of	Service	Estimated		Total		
Service Description	Service	Function Code	Units	Rate per Unit	Amount		
Assessment and Evaluation	15	30					
Intensive Care Coordination	15	01					
Intensive Home-Based Services	15	30	215,455	\$3.05	\$657,138		
Mental Health Rehabilitation	15	45					
Plan Development	15	45					
Crisis Intervention	15	70	79,921	\$4.29	\$342,862		
TOTAL MAXIMUM LIABILITY	FY 2021-20	022 Medi-Cal			\$1,000,000		

NON MEDI-CAL							
	Mode of	Service	Estimated		Total		
Service Description	Service	Function Code	Units	Rate per Unit	Amount		
Assessment and Evaluation	15	30					
Intensive Care Coordination	15	01					
Intensive Home-Based Services	15	30	2,395	\$3.05	\$7,305		
Mental Health Rehabilitation	15	45					
Plan Development	15	45					
Crisis Intervention	15	70	628	\$4.29	\$2,695		
TOTAL MAXIMUM LIABILITY FY 2021-2022 Non Medi-Cal							
PROGRAM 6: TOTAL MAXIMUM LIABILITY FY 2021-2022					\$1,010,000		

PROGRAM 7: MENTAL HEALTH ENHANCED FOSTER CARE

Program 7: Mental Health Enhanced Foster Care Fiscal Year 2020-2021 (March 8, 2021 – June 30, 2021)							
Services Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	40.222	¢2.26	¢114.0cc		
Intensive Care Coordination	15	01	48,333	\$2.36	\$114,066		
Intensive Homebased Services	15	30					
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45	107.042		\$220,227		
Family Therapy	15	50	107,943	\$3.05	\$329,227		
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	3,222	\$5.64	\$18,173		
Crisis Intervention	15	70	1,611	\$4.29	\$6,912		
Therapeutic Foster Care	5	95-98	418	\$217.40	\$90,874		
TOTAL MAXIMUM LIABILIT	TY FY 2020-2	021		•	\$559,252		

Program 7: Mental Health Enhanced Foster Care Fiscal Year 2021-2022									
	Mode of	Service	Estimated	Rate Per					
Services Description	Service	Function Code	Units	Unit	Total Amount				
Case Management	15	01	48,333	\$2.36	\$114,066				
Intensive Care Coordination	15	01	40,333	\$2.30	\$114,000				
Intensive Homebased Services	15	30							
Assessment and Evaluation	15	30							
Plan Development	15	45							
Individual Counseling	15	40	107,943	\$3.05	\$329,227				
Mental Health Rehab	15	45							
Family Therapy	15	50							
Collateral	15	10							

Collateral Group Counseling	15	30			
Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Medication Support	15	60	3,222	\$5.64	\$18,173
Crisis Intervention	15	70	1,611	\$4.29	\$6,912
Therapeutic Foster Care	5	95-98	1,253	\$217.40	\$272,403
TOTAL MAXIMUM LIABILI	\$740,781				

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum 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 acceptable by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit a Day Care Activity Report for Day Care Services and a Claim Form summarizing service costs, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.
 - CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us
- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar

days of receiving the certified invoice.

- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$13,324,319 for services rendered under this Agreement.
- B. Funding Sources and Estimated Amounts per Fiscal Year. The County retains the right to adjust the funding sources as may be required.

	Fiscal Year (FY) 2019-2020								
	rogram umber/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount
1	D'Arrigo	Kinship Adoption FSP Seneca	27CW	\$961,092.50	\$769 974 00	\$192,218.50			\$1,022,185,00
1	Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$901,092.30	\$768,874.00	\$192,218.30			\$1,922,185.00
2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00
3	Home Alternative Placement	KS Hospital Alternative Placement	27CW4	\$119,707.00	\$119,707.00				\$239,414.00
4	Compass	TBD	TBD	\$34,790.00	\$34,790.00				\$69,580.00
5	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC				\$158,818.00		\$158,818.00
6	Wraparound	Kinship Wraparound	87CSOCW	\$116,666.90	\$50,000.10				\$166,667.00
T	otal Amount FY	2019-2020		\$1,403,986.90	\$1,110,755.50	\$226,564.60	\$158,818.00		\$2,900,125.00

	Fiscal Year (FY) 2020-2021								
	ogram ımber/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount
1	D'Arrigo	Kinship Adoption FSP Seneca	27CW	¢991 402 50	\$705,122.00	\$176,280.50			\$1,762,805.00
1	Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$881,402.50	\$703,122.00	\$170,280.30			\$1,702,803.00
171	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00
3 .	Home Alternative Placement	KS Hospital Alternative Placement	27CW4	\$32,498.00	\$32,498.00				\$64,996.00
4	Compass	TBD	TBD						\$0.00
151	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	\$544,943.10		\$433,941.90	\$259,593.00		\$1,238,478.00
6	Wraparound	Kinship Wraparound	87CSOCW	\$700,000.00	\$300,000.00			\$10,000.00	\$1,010,000.00
7	Mental Health Enhanced Foster Care	TBD	TBD	\$391,476.40	\$167,775.60				\$559,252.00
To	tal Amount per	FY 2020-2021		\$2,722,050.50	\$1,342,780.00	\$644,568.50	\$259,593.00	\$10,000.00	\$4,978,992.00

	Fiscal Year (FY) 2021-2022								
Program Number/Nam	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount	
D'Arrigo	Kinship Adoption FSP Seneca	27CW	\$991 402 50	\$705,122.00	\$176,280.50			\$1,762,805.00	
Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$881,402.50	\$703,122.00	\$170,280.30			\$1,702,803.00	
2 Early Child Treatment	hood Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00	
Home 3 Alternative Placement	KS Hospital Alternative Placement	27CW4						\$0.00	
4 Compass	TBD	TBD						\$0.00	
5 Mobile Cris Support Tea	*	217CWYMC	\$597,832.95		\$762,229.05	\$228,093.00		\$1,588,155.00	
6 Wraparound	d Kinship Wraparound	87CSOCW	\$700,000.00	\$300,000.00			\$10,000.00	\$1,010,000.00	
Mental Hea 7 Enhanced F Care		TBD	\$518,546.70	\$222,234.30				\$740,781.00	
Total Amoun	t per FY 2021-2022		\$2,869,512.65	\$1,364,740.70	\$972,855.65	\$228,093.00	\$10,000.00	\$5,445,202.00	

C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2019 - June 30, 2020	\$2,900,125
July 1, 2020 - June 30, 2021	\$4,978,992
July 1, 2021 - June 30, 2022	\$5,445,202
TOTAL MAXIMUM LIABILITY	\$13,324,319

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 <u>Survival of Obligations after Termination</u>, 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. <u>Allowable Costs</u>: 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. <u>Cost Control</u>: 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. <u>Adjustment of Claims Based on Other Data and Information</u>: 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 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.

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 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. 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."

EXHIBIT H-3

Monterey County Behavioral Health

Mobile Crisis Service Teams - Full Program Budget with FURS Expansion for Fiscal Year 2021-2022

Prepared By: Seneca Family of Agencies

Date: June 28, 2021

Projected Revenue		MCST Program (Annual)		CHFFA Grant		FURS Expansion		Ongoing Annual Total
Behavioral Health (FFP/EPSDT + MHSA)		919,743						919,743
CHFFA Grant Funding FURS State Allocation				228,093		440 210		228,093
Total Revenue		\$919,743		\$228,093		440,319 \$440,319		440,319 \$1,588,155
Expenses Payroll	FTE	Ongoing Annual Total	FTE	CHFFA Grant Cost		FURS Expansion	FTE	Ongoing Annual Total
Regional Executive Director	0.05	8,400	į		0.05	8,400	0.10	16,800
Director	0.25	30,188	į		0.05	6,038	0.30	36,225
Program Clinical Supervisor	1.00	78,400	į				1.00	78,400
Lead Clinician	1.07	70,018	0.93	61,257			2.00	131,275
Clinician	1.00	65 <i>,</i> 450	1.00	56,100	1.25	60,775	3.25	182,325
Bilingual Clinician	1.05	70,036	0.95	63,669			2.00	133,705
Family Partner	1.00	42,981	į		İ		1.00	42,981
Peer Partner	0.00	0	į		1.00	43,680	1.00	43,680
Health Information Specialist	1.25	53,726	į				1.25	53,726
Administrator On-Call	0.50	39,375	į		0.50	39,375	1.00	78,750
Maintenance/Transportation	0.12	9,497	I		0.02	1,260	0.14	10,757
On-Call Stipend/Supplemental Allowance		77,323	I I			114,975	0.00	192,298
Total	7.29	\$545,395	2.88	\$181,026	2.87	\$274,503	13.04	\$1,000,924
Benefits @ 26% Total Payroll		141,803 \$687,198	į	47,067 \$228,093		71,371	i	260,240 \$1,361,164
Operations		Ongoing Annual	<u>.</u>	\$228,093		\$345,873		\$1,261,164
		Total						
Contract Services			i I					
Other Contract Services (ANSA Voice System) Total Contract		6,500 \$6,500		\$0		1,832 \$1,832	 	8,332 \$8,332
Program Support			į					
Office Supplies		2,400	į			676		3,076
Telephone Conference & Training		9,154 10,171	i i			2,580 2,867		11,734 13,037
Subscription & Dues		500	I I		I	141		13,037
Mileage Reimbursement		9,647	į			2,580	Ī	12,227
Staff Recruitment		2,543	į			717		3,259
iCarol CallPoint Software		0 5,250	į			9,800 1,480		9,800 6,730
Total Program Support		\$39,663		\$0		\$20,841	 	\$6 0,504
Occupancy			į					
Facility Interest		12,672	i			3,572]]	16,243
Facility Depreciation Utilities		13,995 5,186	I I		I	3,945		17,940 6,648
Bldg Mt & Supplies		13,332	į			1,462 3,758	Ī	17,090
Expendable Equipment- Difference		6,102	į			1,720		7,822
Equipment Lease		384	į			108		492
Equipment Maintenance and Repair Equipment Depreciation		1,816	l I			512		2,328
Depreciation Leasehold Improvements		2,069 230	· ·			583 65		2,652 295
Total Occupancy		\$55 , 786	į I	\$0	Ī	\$15,725	Ī	\$71, 5 11
Vehicle			l I				İ	
Vehicle Purchase			I I				 	-
Vehicle Maintenance			į				į	-
Vehicle Operating (Fuel + Insurance)		9,644 \$9,644	į	ćo		ćo		9,644 \$9,644
Total Vehicle		\$9,644 	l I	\$0		\$0		\$9,644
Child and Family Related			l I					
Treatment Supplies		8,000	I I			1,973	 	9,973
Total Child and Family Related		\$8,000	i I	\$0	I	\$1,973	i i	\$9,973
Personnel Startup			l I					
1 month Personnel Startup		40.00	I I	40.00		40.00		-
Total Personnel Startup		\$0.00	į	\$0.00		\$0.00	į	\$0.00
Total Direct Expenses		\$806,792	ļ	\$228,093		\$386,244		\$1,421,129
Indirect Costs @ 14%		112,951	I	,,		54,075		167,026
maneet e03t3 @ 1470								

AMENDMENT NO. 2 TO MENTAL HEALTH SERVICES AGREEMENT A-14355 BY AND BETWEEN COUNTY OF MONTEREY AND SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER

THIS AMENDMENT NO. 2 is made to MENTAL HEALTH SERVICES AGREEMENT A-14355 by and between the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-14355 for the provision of mental health services to children and their families in the amount of \$7,723,920 for the term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR entered into AMENDMENT No. 1 to AGREEMENT A-14355 to add Program 5: Mobile Crisis Support Team and Program 6: Wraparound and revise the total AGREEMENT to \$12,555,719 for the term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend AGREEMENT A-14355 to revise Programs 1, 2, 5, and 6, terminate Programs 3 and 4, and add a new Program 7: Mental Health Enhanced Foster Care for a revised total Agreement amount not to exceed \$13,322,616 for the same term July 1, 2019 to June 30, 2022.

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 A-1 shall be construed to refer to EXHIBIT A-2.
- 2. EXHIBIT B-2: PAYMENT AND BILLING 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 H-2: BUDGET AN EXPENDITURE REPORT replaces EXHIBIT H-1. All references in the AGREEMENT to EXHIBIT H-1 shall be construed to refer to EXHIBIT H-2.
- 4. 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.
- 5. This AMENDMENT NO. 2 shall be effective July 1, 2020.
- 6. A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT executed by the COUNTY on June 24, 2019.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 2 as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
By:			SENECA FAMILY OF AGENCIES
J	Contracts/Purchasing Officer		DBA KINSHP CENTER
Date:			Contractor's Business Name*
Dute.	DocuSigned by:	By:	Leticia Galyean
By:	GBapro Lung C7A30BA59GA9423		(Signature of Chair, President, or Vice-president) *
	Department Head (if applicable)		Leticia Galyean coo
Date:	4/29/2021 12:11 PM PDT	Date:	Name and Title 3/25/2021 5:32 PM PDT
By:			
Date:	Board of Supervisors (if applicable)		
Appro	ved as to Form 1 Docusigned by:		DocuSigned by:
By:	Marina Pantchenko	By:	Janet Briggs 157F22318653460
•	County Counsel		(Signature of Secretary, Asst. Secretary,
Date:	3/26/2021 11:10 AM PDT		CFO, Treasurer or Asst. Treasurer) * Janet Briggs CFO
Appro	ved-as-ten-Fissal Provisions ²		Name and Title
By:	Gary Giboney	Date:	3/25/2021 5:51 PM PDT
Date:	Auditor/Controller 3/26/2021 11:16 AM PDT		
Appro	ved as to Liability Provisions ³		
By:			
	Risk Management		
Date:			

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval 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

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-2: PROGRAM DESCRIPTION

PROGRAM 1: D'ARRIGO OUTPATIENT

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies dba Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

The D'Arrigo Outpatient program provides outpatient Mental Health Services, Medication Support and Case Management to eligible children, youth and their families who require outpatient services; and Crisis services for infrequent situations where child/youth is in a foster care home and requires Crisis services for stabilization in the home. Services will promote the mental health of children whose social and emotional well-being has been negatively impacted by loss and trauma associated with poor family functioning, abuse, neglect, domestic violence, parental incarceration and parental substance abuse. The program specializes in serving foster care, adoption care, and adoption preservation and will use their expertise in permanency, development, attachment and trauma to support the well-being of the entire family.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

III. PROGRAM GOALS

- A. Improve the child's overall functioning within his/her family, school, peer group and community; and reduce the incidence and risk of mental health disabilities.
- B. Improve family member's mental health and well-being to improve the child's mental health functioning through the provision of collateral, group, individual and/or family therapy.
- C. Reduce the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of 150 children, youth and families using the "FSP" model.
 - 1. Utilize a holistic approach that is child centered and family focused.
 - 2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
 - 3. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
 - 4. 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.
 - 5. Services will be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
 - 6. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
 - 7. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department.
 - 8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
 - 1. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
 - 2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
 - 1. Racial Equity Goal Reach target level of Latino engagement of 75% or above.
 - 2. Geographic Equity Goal Reach target level of South County engagement of 20% or above.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (EHR)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Reduce the level of functional impairment of child or youth.
 - a. Data Source: Avatar EHR and administrating pre and post-tests
- D. Reduce the volume and level of parental stress.
 - Data Source: Administrating pre and post-tests

VI. TREATMENT SERVICES

A. **Mode of Service:** Outpatient

Outpatient Mental Health Services, Medication Support, Crisis Intervention, and Case Management services delivered in clinic, home and community settings, as indicated. Medication Support is offered in person or via telepsychiatry. Units of Service is per minute. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Delivery Sites

- 1) 124 River Road Salinas, CA 93908
- 2) 1180 Broadway St. King City, CA 93930

C. Hours of Operation

The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child/youth and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support beyond two visits per month, and IHBS requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to six (6) months; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
- C. Report on each Outcome Objective in Section V.

XII. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XIII. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D.
Behavioral Health Services Manager, Children Services
Family Assessment Support and Treatment Programs
1000 South Main Street, Suite 210B Salinas, CA 93901
(831-755-8430

PROGRAM 2: EARLY CHILDHOOD TREATMENT

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies dba Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

The Early Childhood Treatment program provides outpatient Mental Health Services, Medication Support, and Case Management, as needed, to infants and children from birth to 5 years of age, and their families (including older siblings that present with mental health needs that are not being provided for through other County Programs). Mental Health Services include individual, family or group therapies and interventions that are designed to provide reduction of mental disability, and improvement and maintenance of functioning consistent with the goals of learning, development, future independent living and enhanced self-sufficiency. Program services are for children that have not experienced pre-natal substance exposure or other in-utero genetic challenges. The focus of the program will be to serve infants and young children who are exhibiting early signs of attachment disruption, poor attunement with their caregivers, and exhibiting trauma symptoms and related behavioral dysregulation. Such services will improve the early attachment relationship, resolve trauma experiences for children as well as the impact of trauma on a child and his/her family, and reduce mental health symptoms.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

III. PROGRAM GOALS

- A. Improve the child's overall functioning, support the child's parent/caregiver, improve the family's well-being, and address specific attachment relationship and mental health issues that impact the life of the child and his or her family.
- B. Reduce parental and/or familial stress with the parent skills development in evidence informed reflective parenting.
- C. Support and empower the child's parent(s)/caregiver(s) by providing knowledge, skills, and strategies to provide effective parental support, including knowledge, skills, and strategies related to the experience of loss and trauma, to in turn improve the child's mental health functioning.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of thirty (30) children, youth and families using the "FSP" model.
 - 1. Utilize a holistic approach that is child centered and family focused.
 - 2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
 - 3. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
 - 4. 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.
 - 5. Services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
 - 6. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
 - 7. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department
 - 8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
 - 1. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
 - 2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
 - 1. Racial Equity Goal Reach target level of Latino engagement of 75% or above.
 - 2. Geographic Equity Goal Reach target level of South County engagement of 20% or above.

V. OUTCOMES OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (HER)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Improve the child's functioning within his/her family, pre-school, peer group and community.
 - Data Source: Pre and post-tests and CANS domains scores for children age 0-5.
- D. Reduce the volume and level of parental stress
 - Data Source: Pre and post-tests and CANS domains scores for family needs and strengths.

VI. TREATMENT SERVICES

A. Mode of Service: Outpatient

Outpatient Mental Health Services, Medication Support and Case Management services delivered in clinic, home and community settings, as indicated. Units of Service is per minute. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Delivery Sites

- 1) 124 River Road Salinas, CA 93908
- 2) 1180 Broadway St. King City, CA 93930

C. Hours of Operation

The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV (DSM-V starting in October 2015) diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support beyond two visits per month, and IHBS requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to twelve (12) months; any extension requires consultation with the MCBH Health Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria:

- 1. The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- 2. Diagnosis of children birth to five will be made using DC: 0-5 and the crosswalk to the DSM and/or ICD.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as

defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as an FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
- C. Report on each Outcome Objective in Section V.

XII. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XIII. DESIGNATED CONTRACT MONITOR

Liz A. Perez-Cordero, Psy.D. Behavioral Health Services Manager, Children Services Family Assessment Support and Treatment Programs 1000 South Main Street, Suite 210B Salinas, CA 93901 (831-755-8430

PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT

**Effective March 8, 2021 the Hospital Alternative Placement program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies dba Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

Hospital Alternative Placement (HAP) is a short-term, intensive, highly coordinated, trauma-informed, and individualized intervention home-based alternative to residential group homes, inpatient, or institutional care. The program provides Medi-Cal Specialty Mental Health Services (SMHS) and Therapeutic Foster Care services under the ESPDT benefit by a Professional Parent and clinical team. Hospital Alternative Placement is part of a spectrum of resources, supports, and services needed to maintain foster youth, and juvenile probation involved youth, in family-based home settings while promoting permanency for the youth through family reunification, adoption, or legal guardianship.

The service model is intended for children/youth up to age 21 with complex emotional and behavioral needs who are placed in a home with trained and intensely supervised and supported Professional Parents to receive frequent intensive mental health support to the child/youth in a family environment. Professional Parents serve as mental health service providers of rehabilitation interventions prescribed within the child/youth's mental health treatment plan under the supervision and direction of a Licensed Practitioner of the Healing Arts (LPHA) or Licensed Mental Health Professional (LMHP). Professional Parents are highly trained caregivers who have agreed to accept a high-needs child/youth for up to six months, have agreed to a "no eject, no reject" policy, and are committed to support a child/youth regardless of any behavioral challenges that emerge. In addition to home-based support by Professional Parents, the child/youth also receive intensive, individualized mental health interventions provided by a clinical team. The clinical team works collaboratively to support the youth and family in creating safety and treatment plans to address mental health needs, ensure stabilization, and support permanency. The clinical team provides mental health services, family finding and engagement, mobile response and crisis intervention; and coordinated services in the home or other community settings.

III. PROGRAM GOALS

- A. Improve the child/youth's functioning and wellbeing to achieve permanency or move to less restrictive/intensive treatment settings.
- B. Reduce the possibility of future residential care, Short-Term Residential Therapeutic level facilities, period inpatient hospitalization, or placement at an out of state facility.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR will collaborate and coordinate with the SMHS care coordinator and Child and Family Team (CFT); and integrate Professional Parents, appropriate clinical staff and County to ensure mental health service care coordination and implementation of the treatment plan for HAP services.
- B. CONTRACTOR will actively participate in the CFT to understand the child/youth's need and identify supports for the child and family including placement with a Professional Parent who can best meet the child/youth's needs.
- C. CONTRACTOR will provide SMHS, including Intensive Care Coordination, Intensive Home Base Services, Case Management, Mental Health Services, Therapeutic Behavioral Services, Medication Support, and Crisis Intervention services that may need to be available 24-hours a day, 7 days a week.
- D. CONTRACTOR will monitor the child/youth's progress in meeting plan goals related to the provision of EPSDT services provided under a HAP service model.
- E. CONTRACTOR will recruit foster care Professional Parents to provide Therapeutic Foster Care (TFC) to children/youth in the HAP Program. Professional Parents must meet and comply with all basic foster care or resource parent requirements as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 or Welfare and Institutions (W&I) Code 16519.5; and meet Resource Family approval standards.
- F. CONTRACTOR will provide competency-based training to Professional Parents both initially and ongoing and incorporate evidence informed practices in the training.
- G. CONTRACTOR's licensed staff, LPHA or a LMHP, will provide ongoing direct supervision and intensive support to the Professional Parents to ensure services align with the client plan, and review and co-sign each daily progress note by the Professional Parent to ensure progress note meets medical necessity and State Medi-Cal documentation standards.
- H. Under the supervision of CONTRACTOR licensed staff, Professional Parents will:
 - 1. Provide direct trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan including providing skills-based interventions (including coaching and modeling), functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implement the risk management/safety components of the child/youth's plan;
 - 3. Participate as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assist or link the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observe, monitor, and alert the Hospital Alternative Program Agency and members of the CFT about changes in the child/youth's needs;
 - 6. Provide one or more of the following service components under the TFC service model: Plan development, Rehabilitation, and Collateral;

- 7. Write a daily progress note for services provided that meet medical necessity and are in accordance with state Medi-Cal documentation standards.
- I. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (EHR)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Reduce the level of functional impairment of a child or youth.
 - Data Source: CANS
- D. Reduce psychiatric hospitalization rates for children as well as a reduction in and visits to emergency room or other acute facilities, and STRTP level facilities.
 - Data Source: CONTRACTOR's EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services Units of Service is per minute
- 2. Therapeutic Foster Care Units of Service is per day

B. Delivery Sites

CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of

emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental Health Services including Therapeutic Behavioral Services require prior authorization in coordination with the CFT. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Average recommended range for service dosage for HAP outpatient services will be up to three (3) hours of billable services per day. The recommended caseload for this program is one (1) to two (2) cases. Average length of stay will be six (6) months as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated COUNTY staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

- A. Diagnostic Spectrum and Functional Impairment of population served:
 - 1. Hospital Alternative Placement program will provide services to clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in community settings, to help clients achieve agreed upon desired outcomes, and to achieve a sense of their own power and ability to positively influence their own lives.
 - 2. The diagnostic spectrum includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, and dual diagnosis (mental health, developmental disability or drug and alcohol related diagnosis).
- B. Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):
 - 1. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
 - 2. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - a. A significant impairment in an important area of life functioning, or
 - b. A probability of significant deterioration in an important area of life functioning, or
 - c. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled

to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),

3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

This current agreement is for two (2) eligible Monterey County residents who have full scope Medi-Cal and are authorized for services by the MCBH Case Manager. New eligible Monterey County residents referred to the program will require an amendment to this agreement. The population served include but are not limited pregnant or parenting; younger youth (client's ages 6-12 with severe mental health Issues and behaviors); Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) Youth; cognitively low functioning with mental health and behavioral issues; and special medical and health care needs.

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XII. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XIII. REPORTING REQUIREMENTS

A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

Seneca Family of Agencies dba Kinship Center Amendment No. 2 to Mental Health Services Agreement A-14355 July 1, 2019 – June 30, 2022

- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the MCBH Designated Contract Monitor:
 - 1. Total number of children/youth receiving service and length of stay;
 - 2. Number of CFT meetings are attended on a quarterly basis;
 - 3. Number of children/youth who have returned to higher levels of care; and
 - 4. Year-end narrative report identifying areas of success and challenges in the prior year.
 - 5. Report on each Outcome Objective in Section V.

XIV. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XV. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

PROGRAM 4: COMPASS

**Effective March 8, 2021 the Compass program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 510-654-4004

II. PROGRAM NARRATIVE

The Comprehensive Assessment and Stabilization Services (COMPASS) program is a licensed Short Term Residential Therapeutic Program (STRTP) that serves children/youth with acute mental health needs whose crisis behaviors have resulted in a need for temporary out-of-home care. The COMPASS program site is comprised of multiple single-family homes in close proximity to one another to create and allow for a sense of community while maximizing shared resources. The home-like, family-based residential setting utilizes Professional Parents and a multi-tiered approach to stabilization that includes an intensive array of services on a short-term basis to support effective crisis stabilization and linkage to a rich array of community-based supports.

The COMPASS program provides Emergency Placement with Crisis Stabilization services for children/youth with acute mental health needs requiring 24/7 in-person support. The program Professional Parent provides 24-hour support to stabilize, prevent or divert youth in crisis from hospitalization. Children/youth who step down from the Emergency Placement with Crisis Stabilization tier, or who enter the COMPASS program at a lower level of intensity receive Intensive Services Foster Care level of service and Therapeutic Foster Case (TFC) services. This includes youth in need of extensive caregiver support, who are more easily triggered, or are less likely to be successful with other youth in the home. The COMPASS program is designed to allow the same Professional Parent the flexibly to provide either tier of service to adapt to the needs of each youth without the need for physical change in placement or relational disruption.

III. PROGRAM GOALS

- A. Provide trauma-informed therapeutic interventions and integrated programming designed to treat and ameliorate the behavioral health symptoms and improve functioning.
- B. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
- C. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.

- D. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.
- E. Enhance the psychosocial health and development of the child within the context of the client's families, peer group, and community.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide specialty mental health services to eligible Monterey County youth residing in the program.
 - 1. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
 - Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
 - 3. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
 - 4. Specialty Mental Health Services include Intensive Care Coordination, Intensive Home Base Services, Case Management, Mental Health Services, Therapeutic Behavioral Services, Medication Support, and Crisis Intervention services.
 - 5. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal.
 - 6. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.
- B. CONTRACTOR will receive referrals only through the COUNTY Inter-Agency Placement Committee (IPC) or an Individual Education Plan (IEP). All referrals for services will be assessed for eligibility according to the following criteria:
 - 1. Evidence of symptoms of mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205.
 - 2. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.
- C. CONTRACTOR shall maintain staffing requirement:
 - 1. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22 and Medi-Cal regulations.
 - 2. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
 - 3. Staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific

- licensure requirements. The CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
- 4. Provide ongoing clinical supervision to practitioners involved in direct service to clients.
- 5. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- D. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- E. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
 - The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: http://qi.mtyhd.org/wp-content/uploads/2018/10/CANS ANSA PSC35.pdf
 - 2. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
 - 3. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
 - 4. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
 - 5. CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, by first quarter of the AGREEMENT.
- F. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
 - 1. A CFT is a highly facilitated process and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
 - 2. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
 - 3. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.

- 4. The CONTRACTOR will make CANS data available for the CFT in conformity with all applicable laws.
- G. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level placement.
 - 1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
 - 2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
 - 3. Provide notification to COUNTY of any hospitalization.
- H. CONTRACTOR will recruit Professional Parents to provide Therapeutic Foster Care (TFC) to children/youth in placement. Professional Parents meet and will comply with all basic foster care or resource parent requirements as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 or Welfare and Institutions (W&I) Code 16519.5; and meet Resource Family approval standards.
- I. CONTRACTOR will provide competency-based training to Professional Parents both initially and ongoing and incorporate evidence informed practices in the training.
- J. CONTRACTOR's licensed staff, LPHA or a LMHP, will provide weekly and ongoing direct supervision and intensive support to the Professional Parents to ensure services align with the client plan, and review and co-sign each daily progress note by the Professional Parent to ensure progress note meets medical necessity and State Medi-Cal documentation standards.
- K. Under the supervision of CONTRACTOR licensed staff, Professional Parents will:
 - 1. Provide direct trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan including providing skills-based interventions (coaching and modeling), functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implement the risk management/safety components of the child/youth's plan;
 - 3. Participate as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assist or link the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observe, monitor, and alert the CONTRACTOR and members of the CFT about changes in the child/youth's needs;
 - 6. Provide one or more of the following service components under the TFC service model: Plan development, Rehabilitation, and Collateral;
 - 7. Write a daily progress note for services provided that meet medical necessity and are in accordance with state Medi-Cal documentation standards.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar EHR

- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS, etc.
- C. Reduce the level of functional impairment of a child or youth.
 - a. Data Source: CANS
- D. Reduce psychiatric hospitalization, visits to emergency room or other acute facilities, and number of placements in STRTP level facilities
 - CONTRACTOR's EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services Units of Service is per minute.
- 2. Therapeutic Foster Care Units of Service is per day
- B. **Service Delivery Sites:** Each home accommodates only one youth at a time.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health Bureau (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental Health Services require prior authorization in coordination with the Child and Family Team (CFT). The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Average recommended range for service dosage for outpatient services in the COMPASS program will be up to three (3) hours of billable services per day. Average length of stay will be 15-45 days as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated County staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

XIV. CLIENT DESCRIPTION/CHARACTERISTICS

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

XV. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

XVI. POPULATION AND FINANCIAL ELIGIBLITY

Monterey County children/youth who are full scope Medi-Cal eligible, and have been screened through the County Interagency Placement Committee, or any youth placed through the IEP process. The current Agreement is for two (2) eligible residents of Monterey County. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XVII. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XVIII. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XIX. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the MCBH Designated Contract Monitor:
 - 1. Total number of children/youth receiving service and length of stay;
 - 2. Number of CFT meetings are attended on a quarterly basis;
 - 3. Number of children/youth who have returned to higher levels of care; and
 - 4. Year-end narrative report identifying areas of success and challenges in the prior year.
 - 5. Report on each Outcome Objective in Section V.

XVI. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XVII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

PROGRAM 5: MOBILE CRISIS SUPPORT TEAM

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies dba Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

The Mobile Crisis Support Team (MCST) provides community-based mental health crisis response, triage, and stabilization to children and youth up to 21 years of age, and their family who are experiencing immediate acute mental health crisis. The MCST will triage crisis calls placed to a support line and travel in Monterey County communities to provide risk/safety assessment and crisis intervention; collaborate with existing treatment team members; provide linkage for youth and families in need of further mental health services, coordinate with emergency response; and provide follow up services. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events. The MCST provides 24 hours, 7 days a week immediate mental health crisis service.

The MCST program is partially funded by a COUNTY awarded Investment in Mental Health Wellness Grant Program for Children and Youth ("Grant Program") of the California Health Facilities Financing Authority (CHFFA) to develop and implement a MCST program for the grant period May 30, 2019 through June 30, 2026.

III. PROGRAM GOALS

Provide immediate crisis support and intervention to children and youth with psychiatric emergencies to:

- A. Divert psychiatric crises before major impacts on their safety and stability occur.
- B. Reduce the volume and frequency of other more restrictive (and less appropriate) services, including inpatient hospitalizations or law enforcement involvement.
- C. Increase access to youth-specific crisis support that will effectively address the behavioral needs of youth and families in their communities.

IV. PROGRAM OBJECTIVES

A. CONTRACTOR shall provide access to a 24-hours a day, 7 days a week support line for youth and family in crisis. Crisis calls received through the support line are triaged to determine the level of severity and prioritize calls that meet the clinical threshold required for an in-person response available 24 hours a day, 7 days a week.

- B. CONTRACTOR shall provide two (2) MCST teams. Each team consist of four (4) staff comprised of one (1) Lead master's level Clinician, two (2) Crisis Clinicians, and one (1) Family Partner and one (1) Peer Partner both serving the entire program with a flexible schedule to meet caregiver needs:
 - Lead Clinician: A licensed registered master's-level staff who responds to mobile response calls. The Lead Clinician provides shift management, assigns teams to respond to calls, and ensures documentation and follow-up occurs.
 - **Crisis Clinician:** A registered master's-level staff who will triage support line calls, provide in person response to crisis situations, and provide follow-up services for youth and families. Half of the MCST clinicians will be bilingual staff.
 - **Family Partner:** A highly trained staff who has lived experience navigating the behavioral health system and focused on providing support to the family. The Family Partner responds to mobile response calls, providing assistance in intake, assessment, and collaboration, support to child and family members, and follow-up services for youth and families.

Peer Partner: A highly trained staff who has lived experience navigating the behavioral health system and focused on providing peer support to the child/youth. The Peer Partner responds to mobile response calls, providing assistance in intake, assessment, and collaboration, support to child and family members, and follow-up services for youth and families.

- C. The MCST will respond in-person, face-to-face within 1-3 hours in extenuating circumstances for urgent needs, or same-day response within 24 hours of nonurgent situations.
- D. After hour phone calls will be connected with the CONTRACTOR'S Rapid Response, an Administrator On-Call from the MCST on-call staffing pool, who will assess the severity of the crisis, attempt to stabilize the situation through phone-based counseling and coaching, contact emergency response personnel if there are immediate safety risks, and create a plan for both safety and follow-up with the family. Rapid Response will then write a call summary and forward to MCST staff to facilitate a follow-up call or visit the next morning when the program formally opens again.
- E. The MCST shall respond to crisis emergency calls and provide in-person community-based crisis support services, intervention, and stabilization, risk/safety assessment, and case management. The MCST staff does not transport clients and will coordinate transportation as appropriate.
 - 1. **Crisis Intervention:** Therapeutic interventions are provided to engage the youth and family in a safety and risk assessment. MCST staff will complete a Crisis Assessment Tool and short-term safety plan with the youth and family. If further emergency psychiatric treatment is needed, the MCST will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCST will work closely with youth, family, teacher, police, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCST may assess clients for a WIC

- 5150/5585 hold or contact the local law enforcement to assess clients for a WIC 5150/5585 hold.
- 2. **Case Management:** The MCST may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services. Services may be provided by a Crisis Clinician or a Family Partner. Services may be provided during a crisis.
- 3. **Assessment:** An Assessment may be provided to the youth during follow up services to assist the youth in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCST staff contact the client's support systems (guardian, social workers, therapist, teacher, psychiatrist, etc.) to work together on the best ways to improve or maintain the mental health status of the youth. Services may be provided by a Crisis clinician or a Family Partner. Services may be provided during a crisis.
- F. CONTRACTOR shall communicate with COUNTY Child Welfare or Probation on direct referrals for system involved youth received from the State Family Urgent Response (FURS) hotline to ensure immediate in-person trauma-informed support during situations of instability, for purposes of preserving the relationship of the caregiver and child/youth, providing developmentally appropriate relationship conflict management and resolution skills, stabilizing the living situation, mitigating the distress of the caregiver or child or youth, connecting the caregiver and child or youth to the existing array of local services, and promoting a healthy and healing environment for children, youth, and families (foster youth and former foster youth)
- G. CONTRACTOR shall ensure minimum staffing levels are maintained, and supervision is provided to all MCST staff, licensed and unlicensed, in accordance with the State Licensure Board. CONTRACTOR shall notify the COUNTY of any staff changes. Any changes in the staffing detail will require prior written approval of the COUNTY.
- H. The MCST shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health child and family clients to provide the least restrictive interventions needed for each situation and ensure client and families receive comprehensive and consistent care and the necessary services to maintain stabilization.
- I. If the MCST determines the individual in crisis meets the California Welfare and Institutions Code Section 5150/5585 for an involuntary psychiatric hold, the MCST on duty will complete the 5150/5585 documentation. If an individual is placed on an involuntary psychiatric hold by either the MSCT or a responding peace officer, the individual will be transported by peace officer or ambulance.
- J. The MCST shall provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.

- K. The MCST shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for youth and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
- L. The MCST shall accept referrals from COUNTY agencies including Behavioral Health, Child Welfare, and Juvenile Probation, and conduct intake appointments, and follow-up meetings with families. CONTRACTOR shall contact new referrals for follow-up services within 24-hours of notification.
- M. The MCST shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
- N. The MCST shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- O. The MCST shall participate in a Child and Family Team (CFT) meeting for children and youth in the child welfare or probation system to review goals and strategies to achieve, case planning, placement determination, emancipation planning and/or safety planning as needed.
- P. The MCST shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, discharges, and mobile response call log data.
- Q. The MCST shall complete services and discharge clients within thirty (30) calendar days. Any exceptions shall be made in coordination with the clinical supervisor and document clinical justification. CONTRACTOR shall discharge clients from MCST program if one or more of the following situations occur:
 - 1. The goals of the Individualized Stabilization Plan are met, and client is no longer in need of crisis stabilization.
 - 2. Client has no had contact with CONTRACTOR staff for over fourteen (14) of days, and staff has documented a minimum of three (3) attempts to contact the client, including phone calls, field visits to last known address, and/or letters indicating attempts to engage in services prior to closure. Client episode must be closed in Avatar within seventeen (17) business days without contact.
- R. CONTRACTOR shall comply with all provisions of the CHFFA Grant Program and FURS requirements in the delivery of MCST program services.
- S. CONTRACTOR shall comply with all provisions of the CHFFA Grant Program and FURS requirements in the provision of MCST program services.

V. TREATMENT SERVICES

A. **Mode of Service:** Outpatient

Crisis Intervention, Assessment, and Case Management Units of Service is per minute. CONTRACTOR shall make a full accounting of all Units of Service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Delivery Sites

MCST office sites:

- 124 River Road Salinas, CA 93908
- 1180 Broadway St. King City, CA 93930

Services may be provided in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

- 1. Support line is accessible 24 hours a day, 7 days a week, including holidays
- 2. At least one team will be available for in-person response 24 hours a day, 7 days a week.

VI. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated).
 - 3. The condition would not be responsive to physical healthcare-based treatment.

The MCST shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS

VII. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County children and youth up to 21 years of age. The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Initial response, triage, and stabilization services will be provided to all referrals that are appropriate regardless of Medi-Cal eligibility. Any additional or follow-up services provided to non Medi-Cal eligible children or non-minor dependents up to age 18 will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health or designee has approved for these services in writing.

VIII. OUTCOME OBJECTIVES

OUTCOME	METHOD	TIMELINE	RESPONSIBLE PARTY
A. Reduced hospital emergency room (ER) and psychiatric inpatient utilization.	County will collect ER utilization and psychiatric inpatient utilization to track change overtime, if any, during and following implementation of the project. Baseline- Calendar Year (CY) 2019 # of children/youth admitted in Emergency Room Visits at Natividad Medical Center: - Count of individuals: 466 - Number of admissions: 1,078 - Total Cost Value: \$1,258,901.97 Baseline- CY 2019 Inpatient psychiatric hospitalizations: - Count of individuals: 193 - Number of admissions: 267 - Total Cost Value: \$2,575,315.64	Data collected and reported annually per grant expectations.	County
B. Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment.	County will work with county law enforcement agencies to collect data on crisis calls, contacts, and custodies. Baseline- CY 2019 # of children/youth served: - Individuals serviced by current Mobile Crisis Team: 242	Data collected and reported annually per grant.	County
C. Improvements in participation rates in the Program.	Seneca will track: - Total unduplicated youth served.	Data collected and reported annually per	Contractor

	 Total number of service contacts, including information on type, duration, and immediate outcome of each contact. Basic demographic information on youth served. Total number of clients that are repeatedly opened for new crisis response calls and services. Services to which clients have been referred. Information on individual enrollment in mental health services, including whether the youth served was enrolled in mental health service at the time of service provision and if so, what specific services were being accessed. Data trends will be tracked over time to determine changes in participation rates. 	grant expectations.	
D. Child/youth and/or their family members' satisfaction with the crisis services received.	changes in participation rates MCST staff will administer Seneca's agency- specific satisfaction survey for crisis programs.	Survey conducted at close of services.	Contractor
E. Number of MCST vehicles and staff.	Contractor will track number of active MCST personnel at any given point.	On-going	Contractor
F. The value of the Program(s), such as mitigation of costs to the county, law enforcement, or hospitals.	County will track the total amount of claim for reimbursement of crisis intervention (371) and inpatient care (QI will provide dollar amount for this) over time to determine mitigation of costs, if any, during implementation of the project. Baseline- CY 2019 Emergency Room Visits at Natividad Medical Center: - Total Cost Value \$1,258,901.97 Baseline- CY 2019 Inpatient Psychiatric Hospitalizations: - Total Cost Value \$2,575,315.64	Data collected and reported annually per grant expectations.	County
G. The percent of children/youth who receive a crisis service who, within 15 and 30 days, return for crisis services at a hospital emergency department, psychiatric hospital,	County will work with ERs, out of county psychiatric hospital placements, and juvenile justice staff to track the number of children who are served by the project and are subsequently seen within 15 and 30 days for a crisis incident by ERs and psychiatric in-patient hospitals/placements.	Data collected and reported annually per grant expectations.	County

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detainment center,		
juvenile hall or jail.		

IX. REPORTING REQUIREMENTS

CONTRACTOR shall:

- A. Report on Section VIII. Outcomes Objectives identified as responsible party on a quarterly basis.
- B. Collect and report Family Urgent Response System (FURS) data as required by CDSS and County.
- C. Collect and report data as required by CHFFA and County.

X. LEASE OF COUNTY VEHICLES FOR MCST SERVICES

A. General:

- 1. COUNTY leases to CONTRACTOR, beginning on the date of this Agreement through the end of the term of this Agreement two (2) COUNTY-owned vehicles.
- 2. COUNTY is the registered owner and lessor of the Vehicles and is responsible for the cost of registration, and CONTRACTOR is the lessee of the Vehicles and is responsible for the cost of fuel and lost or stolen keys.
- 3. Upon expiration or termination of this Agreement, the lease of the Vehicles to CONTRACTOR shall immediately terminate and CONTRACTOR shall surrender the Vehicles to COUNTY to the location specified by COUNTY.
- 4. COUNTY vehicles/equipment shall only be used for official COUNTY business.
- 5. COUNTY vehicles/equipment operated for COUNTY business shall be operated in accordance with all safety and legal requirements of the County, State and any other jurisdiction in which they are operated.

B. COUNTY responsibilities:

- 1. Be responsible for procuring, maintaining and disposing of vehicles leased by contracted providers, in partnership with Fleet Management.
- 2. Ensure vehicle evaluation in collaboration with Fleet Management, determine the most economical replacement dates.
- 3. Ensure maintenance of COUNTY vehicles is provided in collaboration with Fleet Management in a manner which will best service the interest of the COUNTY. The COUNTY will assume the cost of keeping leased vehicles(s) in good running order, making repairs and replacing all vehicle components necessary due to normal wear and operation. Repairs necessary due to improper maintenance, negligence, carelessness or abuse may be charged to the contracted agency to which the vehicles(s) is assigned.
- 4. Will notify contractor within ninety (90) calendar days of the expiration date (based on the term of the contract) for existing lease agreement. If lease is not renewed, the vehicle(s) must be returned to the COUNTY by the expiration date.

C. CONTRACTOR responsibilities:

- 1. Assume all risk of loss for use of the vehicle(s) in the provision of MCST services.
- 2. Procure and maintain at its own expense, liability and casualty insurance coverage for the vehicle(s) within policy limits. CONTRACTOR shall not use vehicle(s)

- unless and until the COUNTY is provided with certificates of insurance to the COUNTY's satisfaction evidencing appropriate coverage.
- 3. Limit use of the vehicles to employees with a valid California driver's license.
- 4. CONTRACTOR shall ensure that drivers meet and comply with; CONTRACTOR'S standards for drivers, possess a current valid driver's license, are in good standing with the California Department of Motor Vehicles, and shall provide verification upon request by the COUNTY.
- 5. Ensure all contracted personnel designated to drive the leased vehicle attend a defensive driving class.
- 6. Shall maintain a current driver's mileage log for all employees utilizing leased vehicles for each use. Mileage log shall include date, time and name of driver, and actual mileage usage.
- 7. Perform advance and annual driving record screenings of all drivers. No driver with a ticket for reckless driving, driving under the influence, or record of 2 or more points shall be permitted to operate the vehicle(s).
- 8. Prohibit employees from operating a COUNTY vehicle with any measurable amount of alcohol or illegal substance(s) in the employee's blood stream. Violation of this policy is grounds for disciplinary action as deemed appropriate.
- 9. Do not paint or otherwise modify the vehicles in any way without the advance written consent of the COUNTY. The COUNTY may inspect the vehicles at any time upon 24-hour notice to contractor.
- 10. Do not allow smoking in the vehicle(s). This includes electronic smoking devices or paraphernalia.
- 11. Do not allow consumption of food or drink in the vehicle(s). CONTRACTOR shall maintain general cleanliness of the interior and exterior of the vehicles.
- 12. Obey Federal, State or local traffic laws and ordinances at all times. Ensure all drivers and passengers are provided with and are utilizing seat belts. Traffic and parking citations issued to an employee while using a COUNTY vehicle are the sole responsibility of the employee involved. If the employee cannot be identified, then the appointing authority of the contractor shall be responsible.
- 13. Report all mechanical defects to the COUNTY immediately. The driver of a leased vehicle used on COUNTY business must be satisfied that the vehicle is in good operating condition before embarking on a trip. The following items are to be checked by the driver prior to the use of any leased vehicles: brakes, lights, fuel, horn, rear view mirrors, steering, tires and windshield wipers.
- 14. Bring the vehicles to COUNTY maintenance facilities according to the COUNTY Vehicle Service Schedule for repair, maintenance or inspections. Costs of repairing damage to County vehicles resulting from negligence, abuse or willful misconduct by the employee having custody of the vehicle will be recoverable from the contractor.
- 15. Do not install any article of personal property in or on the vehicle without prior approval of the COUNTY. Do not "personalize" a COUNTY vehicle, either by maintaining an excessive number of personal belongings in the vehicle or by modifying the cosmetics or mechanical systems of the vehicle in any way.
- 16. Prohibit employees from removing County vehicle decals, seals, or any vehicle identification.

- 17. Only use appropriate fuel in leased vehicles. Contractor will assume the cost of gasoline.
- 18. CONTRACTOR shall ensure that vehicles are parked and stored in a secure setting when not in use for mental health services at the location specified by the COUNTY in its sole discretion.
- 19. CONTRACTOR'S use of the Vehicles shall be limited to providing official MCST services only. Only CONTRACTOR'S designated personnel shall be allowed to operate and use the vehicles. Leased vehicle(s) shall not be used to transport any passengers other than authorized employees on official County business. No personal use of the vehicles by CONTRACTOR is allowed. CONTRACTOR shall be subject to and shall follow the County of Monterey Vehicle Use Policy available at <a href="https://countyofmonterey.sharepoint.com/sites/Infonet/Policies/Board%20Policies/Vehicle%20Use.pdf#search=county%20vehicle%20use%20policy,as amended from time to time by COUNTY without need for notice to CONTRACTOR, and CONTRACTOR shall provide a copy to its personnel using Vehicles.
- 20. CONTRACTOR shall report any accident involving any leased vehicle to their appropriate insurance carrier(s). Contractor shall notify the COUNTY Contract Monitor by completing County accident/incident report within 24 hours of the accident. If there is damage to the vehicle, other property damage, or injury to any party, the CONTRACTOR is responsible to file a claim with their insurance carrier and have the vehicle repaired. Completion of vehicle repair, including all invoices shall be filed with the COUNTY within 30 days of repair.
- 21. If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

XI. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XII. DESIGNATED CONTRACT MONITOR

Relindis Lorie Diaz, MS, LMFT, IFECMHS, RPFII Behavioral Health Services Manager II County of Monterey Children's Behavioral Health Early Childhood Services Team 951-B Blanco Circle Salinas, CA 93901 (831)784-2113

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PROGRAM 6: WRAPAROUND

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies Central Coast

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 (510)654-5004 (831)455-4710

II. PROGRAM NARRATIVE

The Wraparound program provides flexible, family-centered, and highly individualized Specialty Mental Health Services and supports for eligible youth and their families involved with foster care, juvenile justice, or childrens behavioral health. Wraparound services are designed to enhance permanency and promote the mental health and wellbeing of youth whose social and emotional well-being has been negatively impacted by loss and trauma associated with low family functioning, disrupted attachment, abuse, neglect, exposure to violence, parental incarceration, and parental substance abuse. The program supports the family in identifying their short- and long-term objectives, building a network of natural supports, and facilitating meetings that create accountable action towards treatment goals and family aspirations. Within the Wraparound program clients are provided assessment, intensive care coordination, intensive home-based services, rehabilitation, individual and, family, crisis prevention and response and referrals to clinical services as appropriate.,

III. PROGRAM GOALS

- A. Youth will *experience increased social supports and community integration* by increasing the number of identified and engaged family members as well as other adult supports in the youth's life, as measured by an increase in family team participants and adult connections from baseline to program graduation.
- B. Youth and families will move toward *achievement of family- and team-defined goals*, as measured by treatment goal progress, Wraparound action plan progress, placement stability while enrolled, and status at discharge.
- C. Youth will experience *improved behavioral and emotional adjustment and mental health outcomes* in multiple domains, as measured by improved scores in relevant CANS domains, including behavioral and emotional needs, risk behaviors, individual strengths, and life domain functioning.
- D. Youth and families will report *satisfaction with Wraparound* as measured by their indicating agreement on Client and Caregiver Perception Surveys.
- E. Wraparound will demonstrate *adherence to CDSS-defined Wraparound standards* as measured by the Wraparound Fidelity Index.

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IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide Specialty Mental Health Services to eligible youth and families referred by COUNTY using CONTRACTOR'S innovative Wraparound model, approved by the California Department of Social Services.
- B. CONTRACTOR shall provide a Wraparound team composed of a master's-level care coordinator and bachelor's-level support counselors to provide assessment, intensive care coordination, intensive home-based services, rehabilitation, crisis prevention and response.
- C. Five Wraparound teams will provide Tier 1 Wraparound services to a caseload of six families. One additional team will hold a flexible caseload consisting of zero to four families receiving Tier 1 Wraparound services, and zero to two families receiving Tier 2 high-intensity Wraparound services. This specialized team, designed to serve the County's highest-needs youth at risk of hospitalization or Short-Term Residential Therapeutic Program (STRTP) placement, will have the capacity to provide Tier 2 high-intensity Wraparound services to up to two youth at any given time.
- D. All Wraparound services and supports across both tiers shall reflect the following service components:
 - 1. Services are provided in a manner consistent with the ten principles of the National Wraparound Institute.
 - 2. Utilize a holistic approach that is youth-driven and family-focused.
 - 3. Provide Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation, and Crisis Intervention.
 - 4. Services are provided at a location and time that is convenient for the individual and family to the extent possible, and consistent with organizational capacity. Staff will travel up to 90 miles from their home office to work with youth and families in the community.
 - 5. Services are provided in the family's preferred language. Seneca shall provide translation and interpretation services as needed.
 - 6. Clinical staff assignment shall be based upon the needs and preferences of the youth and their family.
 - 7. Services shall be provided using clinically appropriate treatment modalities as authorized and directed by the COUNTY and provided in a timely manner.
 - 8. Services shall address issues specific to foster care and permanence in order to improve the youth's stability, permanence, and mental wellbeing.
 - 9. Services shall be coordinated with COUNTY agencies including the Department of Social Services (DSS), the Health Department (HD), and the Juvenile Probation Department (JPD).
 - 10. Services shall be provided in alignment with the initial and updated treatment plans. Youth progress shall be regularly re-evaluated and additional services may be authorized based upon documented medical necessity.
- E. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20 years, and the Pediatric Symptom

Checklist (PSC-35) for children/youth ages 3 through 18 years at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall utilize CANS completed by COUNTY as initial assessment if the CANS was completed on the month prior to initiation of Wraparound services.

F. CONTRACTOR shall provide services as long as necessary to accomplish the youth and family goals, and as authorized by the COUNTY. Wraparound services last an average of 10 months.

V. OUTCOME OBJECTIVES

- A. Accept and enroll 100% of children and youth referred by the COUNTY.
- B. Initiate intake and engagement processes for 95% of enrolled families within 24 business hours of receiving a referral from the County.
- C. Hold a first face-to-face meeting for 95% of enrolled families within 20 days of receiving a referral from the County.
- D. Complete the initial comprehensive assessment, including the CANS assessment if applicable, for 95% of enrolled families within 60 days of the initial face-to-face contact with the family.
- E. At least 95% of Wraparound-enrolled youth will conclude services within 18 months.
- F. At discharge, at least 75% of Wraparound-enrolled youth who were either placed in or at risk of placement in group home care at intake will be stepped down to or maintained in the least-restrictive, family-like environment.
- G. At discharge, at least 75% of Wraparound-enrolled youth with serious emotional or behavioral challenges will have made full or partial progress on their treatment goals.

VI. TREATMENT SERVICES

A. **Mode of Service:** Outpatient

Services inclusive of Assessment, Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation services, and Crisis Intervention. Units of Service is per minute. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Program Sites:

- 1. 124 River Road, Salinas, CA 93908
- 2. 1180 Broadway St., King City, CA 93930

C. Hours of Operation:

1. Program operates 7 days per week.

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- 2. Program sites shall be open from 8:30 AM to 6:00 PM.
- 3. Service hours are flexible and adjusted based on client need. Staff may work early in mornings or late in evenings.
- 4. Staff remain available to clients for emergency needs on a 24/7 on-call basis.
- 5. Services will be provided primarily in the community, such as family homes or client schools, but may also be provided at Program Sites depending on the family's preference.

VII. LIMITATION OF SERVICE PER AUTHORIZATION

- A. Potential referrals will be screened by the County Interagency Placement Committee (IPC) to ensure that youth meet criteria for admission to the program and that family has given preliminary agreement to participate in Wraparound services. Further, COUNTY will ensure that all children and youth referred to the CONTRACTOR meet Medical Necessity criteria through assessment and diagnosis, as described in Title IX, Section 18.30.205 or 1830.210 regulations. If for any reason, the CONTRACTOR believes Medical Necessity has not been established CONTRACTOR retains the right to reject the referral. The COUNTY will provide the CONTRACTOR with copies of clinical assessments and treatment plans, and the CONTRACTOR will maintain those records in a safe and confidential manner consistent with California law and HIPAA regulations. The CONTRACTOR will document all applicable mental health services provided under this contract and in accordance with documentation guidelines as established by Title IX regulations. The CONTRACTOR will provide copies of all clinical notes to the County upon request.
- B. Referrals for admission to Wraparound will be initiated by COUNTY.
- C. If a child/youth is discharged from the Wraparound program but seeks to re-enroll in services with 7 business days, CONTRACTOR may continue providing services to that child/youth without waiting for authorization by COUNTY. CONTRACTOR shall submit the authorization request to DSS to participate in Wraparound at the next regularly scheduled COUNTY meeting.
- D. CONTRACTOR shall ensure one point of contact for all program referrals from the COUNTY to promote ease of access for COUNTY staff.
- E. Admission for evaluation and subsequent treatment, if qualified by DSM-V diagnosis and medical necessity or EPSDT criteria, will be the sole authority of Seneca.
- F. Primary mental health treatment will remain the responsibility of COUNTY.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 4. A significant impairment in an important area of life functioning, or
 - 5. A probability of significant deterioration in an important area of life functioning, or
 - 6. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 4. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 5. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 6. The condition would not be responsive to physical healthcare-based treatment.

XX. CASE COODINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

IX. TARGET POPULATION

- A. Children, youth, and families involved with child welfare or juvenile probation systems who have complex needs requiring intensive, comprehensive, coordinated, highly individualized interventions, as well as linkage to services to ensure safety, permanency, and wellbeing.
- B. Specific subpopulations to be served may include:
 - 1. Families with voluntary (non-Court) child welfare cases
 - 2. Reunified families whose case closes during service delivery
 - 3. Legal guardianship cases
 - 4. Infants and young children ages birth through five
 - 5. Developmentally delayed children and youth with co-occurring mental health disorders
 - 6. Pre-adjudicated, juvenile justice involved youth
 - 7. Adopted children and youth
- C. Eligibility criteria:

- 1. The youth and/or family is experiencing a disturbance in one or more of the following areas: school, community relations, emotional functioning or family relations; and/or:
- 2. Intensive service coordination, delivery, and or support is required to assist the family or caretaker in meeting the youth's needs; and
- 3. The youth has a family, relative, legal guardian, or other significant person in their life that is open to participating in a strengths-based, family-centered process and resides within close geographic proximity; otherwise, family finding efforts can be used to identify such persons; and
- 4. The youth is eligible under California Welfare and Institutions Code (WIC) 300 or 602 (i.e. is a dependent or ward of the Juvenile Court; or
- 5. The youth has an open child welfare case (including legal guardianship), adoption aid payments, or juvenile probation petition pending at the time of referral.
- 6. For youth not already involved with DSS or JPD, CONTRACTOR will conduct the assessment for medical necessity.
- D. CONTRACTOR will collaborate with COUNTY to create a process to serve Behavioral Health youth and families, with complex needs and mental health disorders, such as those discharging from hospitals, with critical Wraparound services, who are not involved with DSS or JPD.
- E. The total number of youths who will receive Wraparound services during the year shall not exceed 37. The active capacity for youth receiving Wraparound shall be an average of 34 at a time.

X. FINANCIAL ELIGIBILITY

Monterey County youth who are identified within the population to be served as noted above have full scope Medi-Cal and have been screened and approved by the Interagency Placement Committee. Non Medi-Cal eligible clients, including undocumented or uninsured youth, who have been screened and approved by the Interagency Placement Committee require pre-authorization by the COUNTY Behavioral Health Director or designee and will be served under the Non-Medi-Cal component. County shall be the payor of last resort.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health treatment goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on enrolled clients, CFTs, services, and any other information as set forth by the COUNTY as appropriate.
- C. All services are promptly documented by CONTRACTOR in COUNTY Avatar Electronic Health Record system within 72 hours.

D. CONTRACTOR will report on each of the Outcome Objectives described in Section V.

XII. MEETING/COMMUNICATIONS

- A. CONTRACTOR shall attend regularly scheduled meetings with the COUNTY for the purpose of overseeing implementation of the contract, discussing contract issues, evaluating contract usage and effectiveness, providing updates about client progress, and making recommendations for quality improvements.
- B. CONTRACTOR shall attend monthly leadership team meeting with appropriate COUNTY representatives. During program startup, the leadership meeting will occur every two weeks.
- C. CONTRACTOR shall attend regular COUNTY Interagency Placement Committee (IPC) meetings to discuss referrals and identify means of maximizing Wraparound slots to most effectively serve youth and families.

XIII. DESIGNATED CONTRACT MONITOR

Liz A. Pérez-Cordero, Psy.D. BH Services Manager—Children's Services Family Assessment Support and Treatment Programs 1000 South Main Street, Suite 210B Salinas, CA 93901

Phone: 831-755-8430

PROGRAM 7: MENTAL HEALTH ENHANCED FOSTER CARE

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies Seneca Family of Agencies DBA Kinship Center

6925 Chabot Road 124 River Road Oakland, CA 94618 Salinas, CA 93908 510-654-4004 831-455-4710

II. PROGRAM NARRATIVE

The Mental Health Enhanced Foster Care Program provides a variety of specialty mental health service support options to ensure that foster children with intensive mental health needs have access to the appropriate level of mental health care services. Several specialty mental health services are part of this program including crisis intervention, Intensive Home-Based Services (IHBS), Intensive Care Coordination (ICC), and Therapeutic Foster Care. Therapeutic Foster Care (TFC) is a short-term, intensive, highly coordinated, trauma informed, and individualized rehabilitative service. TFC is intended for children/youth up to age 21 with complex emotional and behavioral needs and require intensive and frequent mental health support in a one-on-one environment through a home base placement with trained and intensely supervised and supported TFC parents. The TFC parents serve as a key participant in the therapeutic treatment process of the child/youth. TFC services are part of a spectrum of resources, supports, and services needed to maintain foster youth and wards in family-based home settings while promoting permanency for the youth through family reunification, adoption, or legal guardianship.

The Mental Health Enhanced Foster Care Program will provide two tiers of services. TFC and Enhanced TFC. The program is an intensive tier of TFC services that allows for home-based care for youth with complex needs. The goal of program is to provide an alternative to residential treatment and to provide shorter-term stabilization for youth with the goal of stepping down to a traditional Intensive Services Foster Care (ISFC) home. Each home has a dedicated professional parent, an ISFC (Child Welfare Level of Care category) approved resource parent who is also a professional with education and work experience with youth that helps them to understand and respond to the needs of youth placed in their care (e.g. social workers, teachers, nurses, etc.). Enhanced TFC homes are intended to be linked directly with supportive community-based services like Wraparound and Mobile Response to prevent placement disruption and to build natural support systems around a youth with intensive needs.

CONRACTOR was selected as the Foster Family Agency (FFA) through a Request for Proposal process to provide clinical oversight and management for mental health services provided to children/youth in need of a Therapeutic Foster Care (TFC) level of service.

III. PROGRAM GOALS

A. Improve functioning and well-being and help the child/youth to remain in community settings, thereby avoiding residential, inpatient, or institutional care

- B. Support comprehensive intervention efforts to ameliorate the child or youth's mental health issues to support successful transition toward stable permanency, through reunification, adoption, or legal guardianship.
- C. Provide comprehensive culturally relevant mental health services to treat individuals, and families, experiencing acute and/or ongoing psychological distress that is affecting their relationships and ability to function in their environment.
- D. Reduce subjective suffering from serious emotional disorders for children and youth.
- E. Coordinate and collaborate in care planning efforts with other child serving agencies and institutions involved in delivering services to the child and family, to insure comprehensive and consistent care.
- F. Demonstrate practice and principals of the Integrated Core Practice Model (ICPM) when providing services to child/youth and families.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR will accept referrals according to COUNTY BH guidelines.
 - 1. Referrals for TFC will be an outcome of a Child and Family Team (CFT) Meeting.
 - 2. Youth referred could be part of the following diagnostic spectrum which includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, dual diagnosed mental health, developmental disability or drug and alcohol related diagnosis.
- B. CONTRACTOR shall discharge clients from service when they meet the following criteria:
 - 1. Upon mutual agreement by all members of the CFT that the goals of treatment have been met;
 - 2. Upon parent or guardian's unilateral decision to terminate treatment;
 - 3. Upon a good faith determination by the CONTRACTOR that the individual youth cannot be effectively served by the program and will be linked to other appropriate services that meet the needs of the youth; and
 - 4. Upon transfer out of the COUNTY to another mental health program.
- C. CONTRACTOR shall maintain an appropriate training and supervision regime to ensure TFC is provided and documented appropriately. The services are intended to be a one to one service in a foster based home setting. The TFC foster parents will provide services under the supervision of licensed clinical staff from the FFA.
- D. TFC parents will provide EPSDT specialty mental health services as defined by the State which such as plan development, rehabilitation, and collateral. These services may encompass community service and supports, physical, behavioral, and mental health support and access to services, including specialty mental health services, educational support, life and social support, transitional support services for children/youth, families who assume permanency, services for transition-aged youth, services for non-minor dependents, and trauma-informed practices and supports for children and youth, including treatment services. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement.

- E. Services provided by TFC parents will be available 24 hours a day, 7 days a week, services will be timely and are individualized based on the child/youth needs. As part of the CFT process the TFC parent will be a participating member of the CFT and attend Child Family Team Meetings (CFTM).
- F. CONTRACTOR is responsible for the following:
 - 1. Collaborating and coordinating between and among the SMHS care coordinator and CFT with the TFC services in the development and implementation of the coordinated care plan;
 - 2. Assessing the child/youth's progress in meeting plan goals related to provision of TFC services and communicating progress through the CFT;
 - 3. Providing the provision of non-TFC Specialty Mental Health Services such as crisis intervention services that may need to be available 24-hours a day, 7 days a week and additional Specialty Mental Health Services within the provider's scope of practice; and,
 - 4. Incorporating evidence informed practices in the training of TFC parents and the treatment of the child/youth.
- G. TFC Parent Services: The child/youth placed with a TFC parent(s) will receive certain Medi-Cal SMHS components under a TFC service model operating under the direction of a LPHA or a Licensed Mental Health Professional able to direct services from the TFC Program Agency, as described below. The TFC parent(s) serve as one of the primary change agents for the trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan. A child/youth receiving TFC remains eligible for all medically necessary Medi-Cal SMHS services including ICC and IHBS. TFC parents provide a range of activities and services activities which include:
 - 1. Implementing in-home evidence informed practices that include trauma informed rehabilitative treatment strategies set forth in the child/youth's client plan. Examples of services to be provided include providing skills-based interventions (including coaching and modeling), developing functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implementing the risk management/safety components of the child/youth's plan;
 - 3. Participating as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assisting or linking the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observing, monitoring, and alerting TFC Program Agency and members of the CFT about changes in the child/youth's needs; The TFC service model is provided face-to-face at the TFC home or anywhere in the community.
 - 6. This service is provided by the TFC parent and is billed as a daily bundled rate.
 - 7. The TFC parents must write and sign a daily progress note and the TFC Program Agency's LPHA or a Licensed Mental Health Professional must review and cosign the daily progress note which meets state Medi-Cal documentation standards of the child/youth's qualifying behavior, activities, progress, and achievements or progress toward specific outcomes outlined in the child/youth's Plan.

- 8. CONTRACTOR must comply with the mental health documentation requirements prescribed by the County Mental Health Plan and the contract between DHCS and the local mental health plan.
- 9. The SMHS components provided under a TFC service model must be reflected in the child/youth's Plan.
- H. Provide comprehensive culturally relevant mental health services to treat individuals, and families, experiencing acute and/or ongoing psychological distress that is affecting their relationships and ability to function in their environment.

I. Staffing Requirements:

- 1. CONTRACTOR's staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
- 2. In addition to licensing requirements, the following additional experience, training and skills will be expected of CONTRACTOR'S staff:
 - a. Capability for addressing the diverse levels of client acculturation and bi-culturally.
 - b. Capability to perform effective intervention with abused and neglected youth and their families, including clients involved in the juvenile justice system and clients of African American, Asian and Hispanic cultures.
 - c. Knowledge of multicultural experience, local community resources available to the client population, trauma-informed practice, clinical issues related to child abuse, substance abuse, domestic violence, communication, behavioral management, parenting skills, and parent engagement strategies.
 - d. Knowledge of local community resources available to the client population, including those within ethnic/cultural groups.
 - e. Capability to work effectively as part of a multidisciplinary team.
 - f. Use of Treatment Teams and Family Specialists/Partners type staff is highly encouraged.
 - g. Knowledge of crisis management and defined practice model.

J. Cultural & Linguistic Skills

- 1. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two threshold languages (English and Spanish).
- 2. Staffing shall reflect the percentage of ethnic makeup of the target population.
- 3. CONTRACTOR shall have the capability to provide an interpreter for non-English speaking participants as needed.

K. Clinical Supervision

- 1. CONTRACTOR will provide consistent, scheduled, and structured clinical supervision integrating principles of reflective practice and evidence-based care and will at a minimum adhere to the following:
 - a. Unlicensed staff on licensure track receive supervision in accordance to their licensure board requirements
 - b. Licensed staff receive 1 unit of supervision 2 times/month

- c. Paraprofessionals and other practitioners receive 1 unit of supervision weekly
- d. 1 unit of supervision = 1 hour of individual or 2 hours of group supervision
- 2. CONTRACTOR shall maintain a workflow that is manageable for supervisors by attending to the 1:8 ratio of supervisors to supervisees.
- 3. The numbers of supervisees assigned to a supervisor shall be tied to licensure regulations, level of expertise and experience, years of professional practice, comfort level, complexity and intensity of services, qualifications, etc.
- 4. CONTRACTOR will ensure that clinical supervisors receive supervision and feedback related to their supervision of direct service staff at minimum monthly

L. CONTRACTOR will demonstrate and support the values and principles of the ICPM

- M. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services, using the county specific CANS.
 - 1. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge
 - 2. CONTRACTOR is responsible for training, certifying and annually re-certifying their staff on the CANS. In addition, if Contractor provides services to children birth through age 5, then CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS: Early Childhood.
 - 3. CONTRACTOR shall maintain a minimum of 2 staff that are the CONTRACTOR'S CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
 - 4. CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, within 90 days of contract execution

V. OUTCOME OBJECTIVES

- A. Access for New Clients (Timeliness/Access)
 - 1. Target Performance: Amount of time to access initial TFC services is no more than 7 days for clients (including urgent clients and those discharging from inpatient services)
 - 2. Metric: Time to Services
 - a) Average amount of time to TFC services for clients
 - b) Clients receiving 1st service more than 1 calendar day from initial request
 - 3. Improvement Objective: Reduce the number of clients who access services more than 7 days from initial request to no more that 10% of total new clients.
 - 4. Data Source: Referral forms and Avatar Electronic Health Record (EHR)
- B. Successful Discharges (Quality)
 - 1. Target Performance: At least 75% of discharges are successful, as measured by Child and Adolescent Needs and Strengths (CANS) Comprehensive Multisystem Assessment.

- 2. Metric: Number and percentage of clients who discharged successfully from TFC service and into a lower LOC (as indicated by change in CANS scores).
- 3. Improvement Objective: Increase to at least 75% the number of clients who successfully discharge, as indicated by improvement in CANS score at discharge.
- 4. Data Source: CANS

C. Hospital ER and PHF Readmission Reduction (Quality)

- 1. Target System Performance: No more than 5% of clients receiving inpatient hospital services are readmitted within 30 days.
- 2. Metric: Number and percentage of clients discharging from acute care services who are readmitted within 30 days for any reason.
- 3. Improvement Objective: Reduce the percentage of clients receiving inpatient hospital services who are readmitted within 30 days to no more than 5%.
- 4. Data Source: EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services Units of Service is per minute
- 2. Therapeutic Foster Care Units of Service is per day

B. Delivery Sites

CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental Health Services including TFC require prior authorization in coordination with the CFT. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor. The

recommended caseload for this program is one (1) to two (2) cases. Average length of stay will be six (6) months as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated COUNTY staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

- A. Diagnostic Spectrum and Functional Impairment of population served:
 - 1. TFC Program will provide services to clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in community settings, to help clients achieve agreed upon desired outcomes, and to achieve a sense of their own power and ability to positively influence their own lives.
 - 2. The diagnostic spectrum includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, and dual diagnosis (mental health, developmental disability or drug and alcohol related diagnosis).
- B. Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):
 - 1. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
 - 2. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - a. A significant impairment in an important area of life functioning, or
 - b. A probability of significant deterioration in an important area of life functioning, or
 - c. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment

IX. POPULATION AND FINANCIAL ELIGIBILITY

This current agreement is for twelve (12) eligible Monterey County children/youth up to age 21 years, who have full scope Medi-Cal, are screened through the County IPC, and

who are County dependents and wards of the Court in need of specialty mental health services. Children/youth will meet Medical Necessity Criteria for reimbursement for EPSDT Medi-Cal Specialty Mental Health Services (Reference Title 9, California Code of Regulations Ch. 11 Sec. 1830.210).

The target population will be comprised of Dependents and Wards, as defined by Welfare & Institutions Code (W&I) 300, placed by County Child Welfare (CW) and Wards (W&I 602) placed by County Juvenile Probation Department (JPD). The population served include but are not limited to pregnant or parenting; younger youth (below age12) with severe mental health issues and behaviors; LGBTQ+ Youth; cognitively low functioning with mental health and behavioral issues; and special medical and health care needs.

X. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XI. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XII. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

XIII. REPORTING REQUIREMENTS

- A. CONTRACTOR shall report on the total number of children and youth who receive TFC services, including the following metrics:
 - Age of child/youth
 - Gender
 - Ethnicity
 - Length of stay
 - Number of CFT meetings attended on a quarterly basis
- B. CONTRACTOR shall submit a quarterly report demonstrating performance in the metrics noted in Outcome Objectives above. Report will include run charts that demonstrate monthly performance since effective date of the contract and discussion of improvement activities related to the target performance.
- C. CONTRACTOR will submit for review and approval an annual Quality Improvement Plan (QIP) as set forth by the COUNTY. CONTRACTOR will assess performance per above targets, metrics and improvement objectives and address needed improvements in the OIP.

- D. CONTRACTOR shall comply with the reporting requirements reflected in Division 5 of the California W&I and Division 1 of Title 9 of the California Code of Regulations (CCR).
- E. When applicable, the CONTRACTOR shall administer assessment tool(s) as part of the COUNTY's program requirement(s); the CONTRACTOR shall collect and report on assessment tool data.
- F. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

XIV. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XV. DESIGNATED CONTRACT MONITOR

Liz A. Pérez-Cordero, Psy.D. BH Services Manager-Children's Services Family Assessment Support and Treatment Programs 1000 South Main Street, Suite 210B Salinas, CA 93901

Phone: 831-755-8430

EXHIBIT B-2: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOATIED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. Payment Method is Rate multiplied by the Units. Rate schedules and maximum annual liability for each program are as follows below.

Invoices requesting payment shall be prepared for each program separately and accompanied by Exhibit G: Behavioral Health Cost Reimbursement Invoice for the appropriate program.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of \$13,322,616 for FY 2019-20 through FY 2021-22.

PROGRAM SUMMARY

				Total
Program	FY 2019-20	FY 2020-21	FY 2021-22	Amount
Program 1: D'Arrigo Outpatient	\$1,922,185	\$1,762,805	\$1,762,805	\$5,447,795
Program 2: Early Childhood Treatment	\$343,461	\$343,461	\$343,461	\$1,030,383
Program 3: Home Alternative Placement	\$239,414	\$64,996	\$0	\$304,410
Program 4: Compass	\$69,580	\$0	\$0	\$69,580
Program 5: Mobile Crisis Support Team	\$158,818	\$1,238,478	\$1,586,452	\$2,983,748
Program 6: Wraparound	\$166,667	\$1,010,000	\$1,010,000	\$2,186,667
Program 7: Mental Health Enhanced Foster Care	\$0	\$559,252	\$740,781	\$1,300,033
Total	\$2,900,125	\$4,978,992	\$5,443,499	\$13,322,616

PROGRAM 1: D'ARRIGO OUTPATIENT

Program 1: D'Arrigo Outpatient Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	89,185	\$2.36	\$210,477			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	536,090	\$3.05	\$1,635,075			
Collateral	15	10						
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	12,492	\$5.64	\$70,455			
Crisis Intervention	15	70	1,440	\$4.29	\$6,178			
TOTAL MAXIMUM LIABILI	TY FY 2019-2	020			\$1,922,185			

Program 1: D'Arrigo Outpatient Fiscal Year 2020-21							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	81,789	\$2.36	\$193,023		
Intensive Care Coordination	15	01	61,769	\$2.30	\$195,025		
Intensive Homebase Services	15	30					
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45	401 640	\$2.05	¢1 400 502		
Family Therapy	15	30	491,640	\$3.05	\$1,499,502		
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	11,456	\$5.64	\$64,612		
Crisis Intervention	15	70	1,321	\$4.29	\$5,668		
PROGRAM 1: TOTAL MAXII	MUM LIABIL	ITY FY 2020-21			\$1,762,805		

Program 1: D'Arrigo Outpatient Fiscal Year 2021-22								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	01 700	\$2.36	\$193,023			
Intensive Care Coordination	15	01	81,789	\$2.30	\$193,023			
Intensive Homebase Services	15	30						
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40	401.640	\$2.05	¢1 400 502			
Mental Health Rehab	15	45	491,640	\$3.05	\$1,499,502			
Family Therapy	15	30						
Collateral	15	10						
Collateral Group Counseling	15	30						

Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Medication Support	15	60	11,456	\$5.64	\$64,612
Crisis Intervention	15	70	1,321	\$4.29	\$5,668
PROGRAM 1: TOTAL MAXI	MUM LIABIL	ITY FY 2021-22			\$1,762,805

PROGRAM 2: EARLY CHILDHOOD TREATMENT

Program 2: Early Childhood Treatment Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	102,087	\$3.05	\$311,366			
Collateral	15	10						
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	862	\$5.64	\$4,862			
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2019-2	2020			\$343,461			

Program 2: Early Childhood Treatment Fiscal Year 2020-2021								
	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	102,087	\$3.05	\$311,366			
Collateral	15	10						
Collateral Group Counseling	15	30	1					
Group Therapy	15	50						
Group Rehab/Counseling	15	50	1					
Medication Support	15	60	862	\$5.64	\$4,862			
TOTAL MAXIMUM LIABILI	ΓΥ FY 2020-20	021			\$343,461			

Program 2: Early Childhood Treatment Fiscal Year 2021-2022								
	Mode of	Service Function	Estimated	Rate per				
Service Description	Service	Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40	102,087	\$3.05	\$311,366			
Mental Health Rehab	15	45						
Family Therapy	15	50						

Collateral	15	10			
Collateral Group Counseling	15	30			
Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Medication Support	15	60	862	\$5.64	\$4,862
TOTAL MAXIMUM LIABIL	ITY FY 2021-2	2022			\$343,461

PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT

** Effective March 8, 2021 the Hospital Alternative Placement program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

Program 3: Hospital Alternative Placement Fiscal Year 2019-2020							
	Mode of	Service	Estimated	Rate per			
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	4,320	\$2.36	\$10,196		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	50	12 200	\$3.05	¢40.550		
Collateral	15	10	13,298		\$40,559		
Group Rehab/Counseling	15	50					
Therapeutic Behavioral Services	15	58					
Intensive Care Coordination	15	01					
Intensive Homebased Services	15	30					
Medication Support	15	60	3,600	\$5.64	\$20,304		
Crisis Intervention	15	70	2,250	\$4.29	\$9,653		
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702		
TOTAL MAXIMUM LIABILIT	Y FY 2019-2	20			\$239,414		

Program 3: Hospital Alternative Placement Fiscal Year 2020-21								
-	Mode of	Service	Estimated	Rate per				
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	6,722	\$2.36	\$15,864			
Assessment and Evaluation	15	30	9,797	\$3.05	\$29,881			
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	30						
Collateral	15	10						
Collateral Parent Therapy	15	30						
Group Rehab/Counseling	15	50						
Therapeutic Behavioral Services	15	58						
Intensive Care Coordination	15	01						
Intensive Homebased Services	15	30]					
Medication Support	15	60	772	\$5.64	\$4,355			
Crisis Intervention	15	70	685	\$4.29	\$2,939			
Therapeutic Foster Care	05	95-98	55	\$217.40	\$11,957			
PROGRAM 3: TOTAL MAXIM	UM LIABII	LITY FY 2020-21	•	•	\$64,996			

PROGRAM 4: COMPASS

** Effective March 8, 2021 the Compass program is terminated, and COUNTY shall no longer refer clients to the CONTRACTOR under this program.

Program 4: Compass Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	2,888	\$2.36	\$6,816			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	12,600	\$3.05	\$38,430			
Collateral	15	10						
Group Rehab/Counseling	15	50						
Intensive Care Coordination	15	01						
Intensive Homebased Services	15	30						
Medication Support	15	60	480	\$5.64	\$2,708			
Crisis Intervention	15	70	480	\$4.29	\$2,060			
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566			
TOTAL MAXIMUM LIABILITY	7 FY 2019-2	2020			\$69,580			

There were no youth in placement during Fiscal Year 2020-21 (July 1, 2020 – March 8, 2021)

PROGRAM 5: MOBILE CRISIS SUPPORT TEAM

Program 5: Mobile Crisis Support Team Fiscal Year 2019-20 (May 1, 2020 - June 30, 2020)	
GRANT	
Personnel	Total Amount
Lead Clinician	\$0.00
Bilingual Clinical	\$0.00
Bilingual Clinical	\$0.00
Total Personnel	\$0.00
Operational	Total Amount
Program Support	\$2,692.68
Personnel Start up	\$156,124.90
Total Operational	\$158,817.58
TOTAL MAXIMUM LIABILITY FY 2019-2020 Grant	\$158,818.00

Program 5: Mobile Crisis Sup	oort Team Fiscal Year 2020-21
GRA	ANT
Personnel	Total Amount
Lead Clinician	\$74,940.00
Bilingual Clinical	\$72,930.00
Bilingual Clinical	\$80,223.00
Total Personnel	\$228,093.00

Operational	Total Amount								
Program Support	Program Support								
Personnel Startup					\$30,000.00				
Total Operational					\$31,500.00				
TOTAL MAXIMUM LIABI	LITY FY 20	20-21 Grant			\$259,593.00				
		MHSA							
Service Description					Total Amount				
Family Urgent Response Sys	tem (FURS)				\$140,511.00				
TOTAL MAXIMUM LIABI	LITY FY 20	20-21 MHSA			\$140,511.00				
		MEDI-CA	L						
	Mode of	Service	Estimated	Rate per					
Service Description	Service	Function Code	Units	Unit	Total Amount				
Assessment and Evaluation	15	30	95,836	\$3.05	\$292,300				
Case Management	15	01	17,692	\$2.36	\$41,754				
Crisis Intervention	\$504,320								
TOTAL MAXIMUM LIABI	TOTAL MAXIMUM LIABILITY FY 2020-2021 Medi-Cal								
PROGRAM 5: TOTAL MA	XIMUM L	IABILITY FY 20	020-2021		\$1,238,478				

Program 5: Mobile Crisis Support Team Fiscal Year 2021-22										
GRANT										
Personnel	Total Amount									
Lead Clinician					\$74,940.00					
Bilingual Clinical					\$72,930.00					
Bilingual Clinical					\$80,223.00					
TOTAL MAXIMUM LIABI	LITY FY 20	21-22 Grant			\$228,093.00					
		MHSA								
Service Description					Total Amount					
Family Urgent Response Sys	tem (FURS)				\$440,319.00					
TOTAL MAXIMUM LIABI	LITY FY 20	21-22 MHSA			\$440,319.00					
		MEDI-CA	L							
	Mode of	Service	Estimated	Rate per						
Service Description	Service	Function Code	Units	Unit	Total Amount					
Assessment and Evaluation	15	30	101,324	\$3.05	\$309,039					
Case Management	15	01	19,218	\$2.36	\$45,355					
Crisis Intervention	15	70	131,386	\$4.29	\$563,646					
TOTAL MAXIMUM LIABI	LITY FY 20	21-2022 Medi-Ca	1		\$918,040					
PROGRAM 5: TOTAL MA	AXIMUM L	IABILITY FY 20)21-2022		\$1,586,452					

PROGRAM 6: WRAPAROUND

Program 6: Wraparound Fiscal Year 2019-2020							
(May 1, 2020 - June 30, 2020)							
	Mode of	Service	Estimated		Total		
Service Description	Service	Function Code	Units	Rate per Unit	Amount		
Intensive Care Coordination	15	01					
Intensive Home-Based Services	15	30					
Assessment and Evaluation	15	30	35,905	\$3.05	\$109,511		
Mental Health Rehabilitation	15	45					
Plan Development	15	45					
Crisis Intervention	15	70	13,323	\$4.29	\$57,156		
PROGRAM 6: TOTAL MAXIN	MUM LIAB	SILITY FY 2019-2	2020		\$166,667		

Program 6: Wraparound Fiscal Year 2020-2021									
MEDI-CAL									
Mode of Service Estimated									
Service Description	Service	Function Code	Units	Rate per Unit	Amount				
Assessment and Evaluation	15	30							
Intensive Care Coordination	15	01							
Intensive Home-Based Services	15	30	215,455	\$3.05	\$657,138				
Mental Health Rehabilitation	15	45							
Plan Development	15	45							
Crisis Intervention	15	70	79,921	\$4.29	\$342,862				
TOTAL MAXIMUM LIABILITY FY 2020-2021 Medi-Cal									
]	NON MEDI-CAL							
	Mode of	Service	Estimated		Total				
Service Description	Service	Function Code	Units	Rate per Unit	Amount				
Assessment and Evaluation	15	30							
Intensive Care Coordination	15	01							
Intensive Home-Based Services	15	30	2,395	\$3.05	\$7,305				
Mental Health Rehabilitation	15	45							
Plan Development	15	45							
Crisis Intervention	15	70	628	\$4.29	\$2,695				
TOTAL MAXIMUM LIABILITY	7 FY 2021-2	2022 Non Medi-Ca	1		\$10,000				
PROGRAM 6: TOTAL MAXIM	MUM LIAB	SILITY FY 2021-2	2022		\$1,010,000				

Program 6: Wraparound Fiscal Year 2021-2022									
	MEDI-CAL								
	Mode of	Service	Estimated		Total				
Service Description	Service	Function Code	Units	Rate per Unit	Amount				
Assessment and Evaluation	15	15 30							
Intensive Care Coordination	15	01							
Intensive Home-Based Services	15	30	215,455	\$3.05	\$657,138				
Mental Health Rehabilitation	15	45							
Plan Development	15	45							
Crisis Intervention	15	70	79,921	\$4.29	\$342,862				
TOTAL MAXIMUM LIABILITY	FY 2021-20	022 Medi-Cal			\$1,000,000				

NON MEDI-CAL								
	Mode of	Service	Estimated		Total			
Service Description	Service	Function Code	Units	Rate per Unit	Amount			
Assessment and Evaluation	15	30						
Intensive Care Coordination	15	01						
Intensive Home-Based Services	15	30	2,395	\$3.05	\$7,305			
Mental Health Rehabilitation	15	45						
Plan Development	15	45						
Crisis Intervention	15	70	628	\$4.29	\$2,695			
TOTAL MAXIMUM LIABILITY	\$10,000							
PROGRAM 6: TOTAL MAXIN	MUM LIABI	LITY FY 2021-2	2022		\$1,010,000			

PROGRAM 7: MENTAL HEALTH ENHANCED FOSTER CARE

Program 7: Mental Health Enhanced Foster Care Fiscal Year 2020-2021 (March 8, 2021 – June 30, 2021)							
Services Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	40.222	¢2.26	¢114.0cc		
Intensive Care Coordination	15	01	48,333	\$2.36	\$114,066		
Intensive Homebased Services	15	30					
Assessment and Evaluation	15	30					
Plan Development	15	45	107.042	\$2.05			
Individual Counseling	15	40			¢220.227		
Mental Health Rehab	15	45					
Family Therapy	15	50	107,943	\$3.05	\$329,227		
Collateral	15	10					
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	3,222	\$5.64	\$18,173		
Crisis Intervention	15	70	1,611	\$4.29	\$6,912		
Therapeutic Foster Care	5	95-98	418	\$217.40	\$90,874		
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2020-2	021		•	\$559,252		

Program 7: Men	Program 7: Mental Health Enhanced Foster Care Fiscal Year 2021-2022								
	Mode of	Service	Estimated	Rate Per					
Services Description	Service	Function Code	Units	Unit	Total Amount				
Case Management	15	01	10 222	\$2.36	\$114.066				
Intensive Care Coordination	15	01	48,333	\$2.50	\$114,066				
Intensive Homebased Services	15	30							
Assessment and Evaluation	15	30							
Plan Development	15	45							
Individual Counseling	15	40	107,943	\$3.05	\$329,227				
Mental Health Rehab	15	45							
Family Therapy	15	50							
Collateral	15	10							

Collateral Group Counseling	15	30			
Group Therapy	15	50			
Group Rehab/Counseling	15	50			
Medication Support	15	60	3,222	\$5.64	\$18,173
Crisis Intervention	15	70	1,611	\$4.29	\$6,912
Therapeutic Foster Care	5	95-98	1,253	\$217.40	\$272,403
TOTAL MAXIMUM LIABILI	\$740,781				

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum 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 acceptable by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit a Day Care Activity Report for Day Care Services and a Claim Form summarizing service costs, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.
 - CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us
- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar

days of receiving the certified invoice.

- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$13,322,616 for services rendered under this Agreement.
- B. Funding Sources and Estimated Amounts per Fiscal Year. The County retains the right to adjust the funding sources as may be required.

Γ				Fiscal Year (FY) 2019-2020							
	rogram [umber/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount			
1	D'Arrigo	Kinship Adoption FSP Seneca	27CW	\$061,002,50	\$768,874.00	\$192,218.50			\$1,922,185.00			
1	Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$961,092.50	\$961,092.50	\$961,092.50		\$700,074.00	\$192,216.30			\$1,922,163.00
2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00			
3	Home Alternative Placement	KS Hospital Alternative Placement	27CW4	\$119,707.00	\$119,707.00				\$239,414.00			
4	Compass	TBD	TBD	\$34,790.00	\$34,790.00				\$69,580.00			
5	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC				\$158,818.00		\$158,818.00			
6	Wraparound	Kinship Wraparound	87CSOCW	\$116,666.90	\$50,000.10				\$166,667.00			
T	otal Amount FY	2019-2020	\$1,403,986.90	\$1,110,755.50	\$226,564.60	\$158,818.00		\$2,900,125.00				

Г				Fiscal Year	(FY) 2020-2021				
Program Number/Name		Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount
1	D'Arrigo	Kinship Adoption FSP Seneca	27CW	\$881,402.50	\$705,122.00	\$176,280.50			\$1,762,805.00
1	Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$881, 4 02.30	\$703,122.00	\$170,280.30			\$1,702,803.00
2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00
1	Home Alternative Placement	KS Hospital Alternative Placement	27CW4	\$32,498.00	\$32,498.00				\$64,996.00
4	Compass	TBD	TBD						\$0.00
5	Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	\$544,943.10		\$433,941.90	\$259,593.00		\$1,238,478.00
6	Wraparound	Kinship Wraparound	87CSOCW	\$700,000.00	\$300,000.00			\$10,000.00	\$1,010,000.00
7	Mental Health Enhanced Foster Care	TBD	TBD	\$391,476.40	\$167,775.60				\$559,252.00
T	otal Amount per	FY 2020-2021		\$2,722,050.50	\$1,342,780.00	\$644,568.50	\$259,593.00	\$10,000.00	\$4,978,992.00

			Fiscal Year	(FY) 2021-2022				
Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/ Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	SAMHSA	Total FY Amount
D'Arrigo	Kinship Adoption FSP Seneca	27CW	\$881,402.50	\$705,122.00	\$176,280.50			\$1.762.805.00
Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$661,402.30	\$703,122.00	\$170,280.30			\$1,762,805.00
2 Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10			\$343,461.00
Home 3 Alternative Placement	KS Hospital Alternative Placement	27CW4						\$0.00
4 Compass	TBD	TBD						\$0.00
5 Mobile Crisis Support Team	Kinship Seneca Youth Mobile Crisis	217CWYMC	\$596,726.00		\$761,633.00	\$228,093.00		\$1,586,452.00
6 Wraparound	Kinship Wraparound	87CSOCW	\$700,000.00	\$300,000.00			\$10,000.00	\$1,010,000.00
Mental Health 7 Enhanced Foster Care	TBD	TBD	\$518,546.70	\$222,234.30				\$740,781.00
Total Amount per	FY 2021-2022		\$2,868,405.70	\$1,364,740.70	\$972,259.60	\$228,093.00	\$10,000.00	\$5,443,499.00

C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2019 - June 30, 2020	\$2,900,125
July 1, 2020 - June 30, 2021	\$4,978,992
July 1, 2021 - June 30, 2022	\$5,443,499
TOTAL MAXIMUM LIABILITY	\$13,322,616

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 <u>Survival of Obligations after Termination</u>, 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. <u>Allowable Costs</u>: 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. <u>Cost Control</u>: 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. <u>Adjustment of Claims Based on Other Data and Information</u>: 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 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.

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 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. 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."

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2020-2021

Program Name: Program 1: D'Arrigo Outpatient			AVATAR Program(s):	Kinship Adoption FSP Seneca/27CW Kinship Center Seneca FSP King City/DLCSOC
Unduplicated Number	r of Clients Served:	140	Address:	124 River Road, Salinas, CA 93908

		Budget FY 2019-20		Budget FY 2020-2021		Budget FY 2021-2022
A. PROGRAM REVENUES						
Monterey County Funds (Monterey County's Use):	$oldsymbol{ol}}}}}}}}}}}}}}}}}$					
Provisional Rates						
Estimated Federal Funding Participation & EPSDT	\$	1,753,033.00	\$	1,586,524.50	\$	1,586,524.50
MHSA	\$	169,152.00	\$	176,280.50	\$	176,280.50
SBG funds						
	+-					
Total Requested Monterey County Funds	\$	1,922,185.00	\$	1,762,805.00	\$	1,762,805.00
Other Program Revenues	Ψ_	1,922,103.00	φ	1,702,803.00	Ф	1,702,803.00
TOTAL PROGRAM REVENUES (equals Allowable Costs)	•	1,922,185.00	\$	1,762,805.00	\$	1,762,805.00
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey	Coun	, ,	+	, ,	_	, ,
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified spec					eme	nts contained in
1. Direct Cost Centers - a un'ect cost, as defined in ONID A-67, is a cost that can be identified spec	IIICai	•	11111			
		Budget		Budget		Budget
A. Mode Costs (Direct Services)		FY 2019-20		FY 2020-2021		FY 2021-2022
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	1,097,698.00	\$	1,007,674.00	\$	1,007,674.00
2 Payroll taxes	\$	285,400.00			\$	-
3 Employee benefits	\$	-	\$	272,071.98	\$	272,071.98
4 Workers Compensation	\$	-			\$	-
5 Severance Pay (if required by law, employer-employee agreement or established written policy or	\$	-			\$	-
6 Temporary Staffing	\$	-			\$	-
7 Flexible Client Spending (please provide supporting documents)	\$	13,087.00	\$	32,400.00	\$	32,400.00
8 Travel (costs incurred to carry out the program)	\$	38,180.00	\$	34,300.00	\$	34,300.00
9 Employee Travel and Conference	\$	23,755.00	\$	17,448.50	\$	17,448.50
10 Communication Costs	\$	20,315.00	\$	12,992.00	\$	12,992.00
11 Utilities	\$	16,137.00	\$	9,000.00	\$	9,000.00
12 Cleaning and Janitorial	\$	-	Ψ	2,000.00	\$	
13 Maintenance and Repairs - Buildings	\$	33,936.00	\$	24,000.00	\$	24,000.00
14 Maintenance and Repairs - Equipment	\$	5,090.00	\$	2,400.00	\$	2,400.00
15 Printing and Publications	\$	5,070.00	Ψ	2,400.00	\$	2,400.00
16 Memberships, Subscriptions and Dues	\$	424.00	\$	2,887.00	\$	2,887.00
17 Office Supplies	\$	10,423.00	+	6,000.00	_	6,000.00
18 Postage and Mailing	\$	212.00	\$	1,000.00	\$	1,000.00
19 Medical Records	\$	212.00	Ф	1,000.00	Φ	1,000.00
20 Data Processing	\$				Φ	<u> </u>
21 Rent and Leases - equipment		848.00	ф	500.00	φ Φ	-
1 1	\$		\$	500.00	\$	500.00
Rent and Leases - building and improvements (please identify the property address and method of	\$	17,307.00	\$	22,680.00	\$	22,680.00
23 Taxes and assessments (Please identify the property address and method of cost allocation)	\$	-	\$	170.00	\$	170.00
24 Interest in Other Long-term debts (please identify the property address and method of cost	\$	28,252.00	\$	12,000.00	\$	12,000.00
25 Other Professional and Consultant Services (allowable with prior specific approval from Monterey	\$	54,552.00	\$	52,987.00	\$	52,987.00
26 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single	\$	-		<u> </u>	\$	
27 Miscellaneous (please provide details)	\$	12,514.00	\$	17,323.00	\$	17,323.00
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule	\$	27,997.00	\$	18,500.00	\$	18,500.00
29 Total Mode Costs	\$	1,686,127.00	\$	1,546,333.48	\$	1,546,333.48
B. Administrative Costs - the allocation base must reasonably reflect the level of service	<u> </u>				Ц_	
30 Salaries and Benefits	<u> </u>					
31 Supplies						
32 Others - please provide details. Expense must be authorized by the County and/or not prohibited						
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule						
34 Total Administrative Costs	\$	-				
35 TOTAL DIRECT COSTS	\$	1,686,127.00		1,546,333.48		1,546,333.48
II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefit	itting	g more than one fin	al co	ost objective, that are	not r	eadily assignable to
TANDAD GO GO GO GO GO GO GO GO GO GO GO GO GO		Budget		Budget		Budget

INDIRECT COSTS FY 2019-20 FY 2020-2021 FY 2021-2022 36 Equipment (purchase price of less than \$5000) 37 Rent and Leases - equipment \$ 38 Rent and Leases - building and improvements \$ 2,359.00 \$ 2,163.27 2,163.27 \$ 39 Taxes and assessments 40 Insurance and Indemnity 9,443.00 8,659.48 \$ \$ \$ 8,659.48 41 Maintenance - equipment \$ \$ \$ 42 Maintenance - building and improvements 2,359.00 \$ \$ 2,163.27 2,163.27 43 Utilities \$ 2,359.00 \$ 2,163.27 2,163.27

	Budget FY 2019-20	Budget FY 2020-2021	Budget FY 2021-2022
44 Household Expenses	\$ -	\$ -	\$ -
45 Interest in Bonds	\$ -	\$ -	\$ -
46 Interest in Other Long-term debts	\$ 4,721.00	\$ 4,329.28	\$ 4,329.28
47 Other interest and finance charges	\$ 25,966.00	\$ 23,811.52	\$ 23,811.52
48 Contracts Administration	\$ 28,329.00	\$ 25,978.45	\$ 25,978.45
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	\$ -	\$ -	\$ -
51 Data Processing	\$ -	\$ -	\$ -
52 Personnel Administration	\$ 139,275.00	\$ 127,718.91	\$ 127,718.91
53 Medical Records	\$ -	\$ -	\$ -
54 Other Professional and Specialized Services	\$ 21,247.00	\$ 19,484.07	\$ 19,484.07
55 Transportation and Travel	\$ -	\$ -	\$ -
56 Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus	\$ -	\$ -	\$ -
57 Total Indirect Costs	\$ 236,058.00	\$ 216,471.52	\$ 216,471.52
Total Allowable Costs	\$ 1,922,185.00	\$ 1,762,805.00	\$ 1,762,805.00
COST REPORT INFORMATION:	Budget FY 2019-20	Budget FY 2020-2021	Budget FY 2021-2022
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
Regional Executive Director	\$ 143,550	0.20	\$ 28,710
Program Director	\$ 125,510	0.40	\$ 50,204
Clinical Supervisor	\$ 85,000	0.08	\$ 6,375
Program Supervisor (Licensed)	\$ 85,000	0.80	\$ 68,000
Nurse	\$ 187,200	0.16	\$ 29,952
Lead Clinician	\$ 75,000	1.00	\$ 75,000
Clinician	\$ 72,000	7.00	\$ 504,000
Counselor	\$ 45,760	2.60	\$ 118,976
Health Information Specialist	\$ 45,646	1.00	\$ 45,646
Program Assistant	\$ 53,997	0.90	\$ 48,597
Senior Administrative Assistant	\$ 58,664	0.20	\$ 11,733
Clerical Support	\$ 83,200	0.10	\$ 8,320
Facilities Manager	\$ 75,000	0.12	\$ 8,661
Supplemental Overtime (Variable FTE)			\$ 3,500
Total Salaries and Wages		14.55	\$ 1,007,674

EXHIBIT H-2

Monterey County Behavioral Health

Mobile Crisis Service Teams - Full Program Budget with FURS Expansion for Fiscal Year 2020-2021

Prepared By: Seneca Family of Agencies

Date: March 25,2021

Projected		MCST Program		CHFFA Grant		FURS Expansion		Ongoing Annual
Revenue Behavioral Health (FFP/EPSDT + MHSA)		(Annual) \$838,374						Total \$838,374
CHFFA Grant Funding		3 030,374		259,593				259,593
FURS State Allocation (March 1 - June 30, 2021)						140,511		140,511
Total Revenue		\$838,374		\$259,593		\$140,511		\$1,238,478
Expenses	CTC	Ongoing Annual	FTE	CHFFA Grant		FURS Expansion	FTE	Ongoing Annual
Payroll	FTE	Total	:	Cost	0.05	2.667		Total
Regional Executive Director	0.10	8,000			0.05	2,667	0.15	10,667
Director	0.30	28,750			0.05	1,917	0.35	30,667
Program Clinical Supervisor	1.00	74,667		50.476	ļ		1.00	74,667
Lead Clinician	1.05	65,548	Ī	59,476		10.204	2.00	125,024
Clinician	2.25	57,881		57,881	1.25 I	19,294	4.50	135,056
Bilingual Clinician	1.00	63,669		63,669	I		2.00	127,338
Family Partner	1.00	40,934	İ		1 00	12.067	1.00	40,934
Peer Partner	1.00	U E1 100	į		1.00	13,867	2.00	13,867
Health Information Specialist	1.25	51,168			0.50	12.500	1.25	51,168
Administrator On-Call	1.00	37,500			0.50I	12,500	1.50	50,000
Maintenance/Transportation	0.13	9,045	Ī		0.02 	400	0.15	9,445
On-Call Stipend/Supplemental Allowance Total	10.08	52,468 489,630		\$181,026	2.77	36,500 \$87,144	0.00 15.80	88,968 757,800
Benefits @ 26%		127,304		47,067	,,, 	22,657	13.00	174,371
Total Payroll	į	616,934	į	\$228,093	į	\$109,801		954,828
Operations		Ongoing Annual Total					į	
Contract Services	!	TOTAL	<u>!</u>		į		l l	
Other Contract Services (ANSA Voice System)	ŀ	6,500			ļ	611		7,111
Total Contract		\$6,500		\$0		\$611		7,111
Program Support	İ		İ		į		Ì	
Office Supplies	į	2,400	į		į	225	į	2,625
Telephone	į	9,154				860		10,013
Conference & Training	i	8,671		1,500		955		11,126
Subscription & Dues	-	500			I I	47		547
Mileage Reimbursement Staff Recruitment		9,154 2,543			į	860 239		10,013 2,781
iCarol	į	0	į		į	3,267	I	3,267
CallPoint Software		5,250	•		ļ	493		5,743
Total Program Support		\$37,670		\$1,500	ļ	\$6,946		\$46,116
Occupancy			l I		 			
Facility Interest	H	12,672			! 	1,190		13,862
Facility Depreciation		13,996			į	1,315	Ī	15,310
Utilities Bldg Mt & Supplies	į	5,186 13,332			į	487 1,252	į	5,673 14,584
Expendable Equipment- Difference	į	6,102	I = = = = = = = = = = = = = = = = = = =		<u>.</u>	573	I = = = = = = = = = = = = = = = = = = =	6,676
Equipment Lease	i i	384			¦	36		420
Equipment Maintenance and Repair		1,816			<u> </u>	171		1,987
Equipment Depreciation Depreciation- Leasehold Improvements	İ	2,069 230			į	194 22	ļ	2,263 252
Total Occupancy	į	\$55 , 787		\$0	į	\$5 ,24 0	į	\$61,02 7
			i		į		!	
Vehicle Vehicle Purchase								
Vehicle Maintenance								-
Vehicle Operating (Fuel + Insurance)		9,644	I I		I			9,644
Total Vehicle	į	\$9,644	į	\$0	į	\$0	į	\$9,644
Child and Family Related			į		į			
Treatment Supplies		8,880			i	658	!	9,538
Total Child and Family Related		\$8,880		\$0	l I	\$658		\$9,538
Dorsonnal Startura			I I		I I			
Personnel Startup 1 month Personnel Startup	I			30,000				30,000
Total Personnel Startup	į	\$0	i	\$30,000		\$0		\$30,000
T. (18)	į	^-	į	# 	i	A	į	.
Total Direct Expenses Indirect Costs @ 14%		\$735,416 102,958	i	\$259,593	į	\$123,255 17,256	į	\$1,118,264 120,214
Total Expense		\$838,374		\$259,593	l I	\$140,511		\$1,238,478
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EXHIBIT H-2

Monterey County Behavioral Health

Mobile Crisis Service Teams - Full Program Budget with FURS Expansion for Fiscal Year 2021-2022

Prepared By: Seneca Family of Agencies

Date: March 25,2021

Projected		MCST Program		CHFFA Grant		FURS Expansion		Ongoing Annual
Revenue		(Annual)						Total
Behavioral Health (FFP/EPSDT + MHSA) CHFFA Grant Funding		918,041		228,093				918,041 228,093
FURS State Allocation				220,033		440,318		440,318
Total Revenue		\$918,041		\$228,093		\$440,318		\$1,586,452
Expenses	575	Ongoing Annual		CHFFA Grant		FURS Expansion		Ongoing Annual
Payroll	FTE	Total	FTE	Cost	:		FTE	Total
Regional Executive Director	0.05	8,400	<u> </u>		0.05	8,400	<u> </u>	16,800
Director	0.25	30,188			0.05	6,038		36,225
Program Clinical Supervisor	1.00	78,400		61.257			1.00	78,400
Lead Clinician	1.07	70,018	Ī			CO 775	2.00	131,275
Clinician Rilingual Clinician	1.00	65,450	- I			60,775	l î	182,325
Bilingual Clinician	1.05	70,036	0.95	63,669			2.00	133,705
Family Partner	1.00	42,981	I		1.00	42.690	1.00	42,981
Peer Partner	0.00	U 52.726	j		1.00	43,680	1	43,680
Health Information Specialist	1.25	53,726			0.50	20.275	1.25	53,726
Administrator On-Call	0.50I	39,375			0.50	·	Ī	78,750
Maintenance/Transportation	0.12	9,497	Ī		0.02	1,260	Ī	10,757
On-Call Stipend/Supplemental Allowance Total	7.29	77,323 \$545,395	i i	\$181,026	2.87	114,975 \$274,503		192,298 \$1,000,924
Benefits @ 26%		141,803		47,067		71,371	13.04	260,240
Total Payroll	į	\$687,198	<u> </u>	\$228,093	į	\$345,873	i	\$1,261,164
Operations		Ongoing Annual Total					į	
Contract Services	!	TOTAL	<u> </u>		<u> </u>			
Other Contract Services (ANSA Voice System)		6,500				1,832		8,332
Total Contract		\$6,500		\$0		\$1,832		\$8,332
Dragram Support	İ		Ī				Ī	
Program Support Office Supplies	į	2,400	İ		į	676	į	3,076
Telephone	l į	9,154				2,580		11,734
Conference & Training		10,171				2,867		13,037
Subscription & Dues	!	500				141		641
Mileage Reimbursement Staff Recruitment	į	9,154 2,543			į	2,580 717	į	11,734 3,259
iCarol	į	2,543	<u> </u>			9,800	į	9,800
CallPoint Software		5,250				1,480		6,730
Total Program Support		\$39,170		\$0		\$20,841	l I	\$60,011
Occupancy							I	
Facility Interest	į	12,672	Ī		İ	3,572	į	16,243
Facility Depreciation	į	13,995				3,945	_	17,940
Utilities		5,186				1,462		6,648
Bldg Mt & Supplies Expendable Equipment- Difference		13,332 6,102	I			3,758 1,720	I = = = = = = = = = = = = = = = = = = =	17,090 7,822
Equipment Lease	į	384	Ī		İ	108		492
Equipment Maintenance and Repair	į	1,816				512		2,328
Equipment Depreciation		2,069				583		2,652
Depreciation- Leasehold Improvements Total Occupancy		230 \$55,786		\$0		65 ¢ 15 7 25		295 671 511
Total Occupancy	!	Ş 5 3,760		30		\$15,725	I	\$71,511
Vehicle	į		İ				į	
Vehicle Purchase							<u> </u>	-
Vehicle Maintenance		0.644]	-
Vehicle Operating (Fuel + Insurance) Total Vehicle		9,644 \$9,644		\$0		\$0		9,644 \$9,644
	į	- 73,044	İ	Ţ Ū		Ç	į	43,044
Child and Family Related								
Treatment Supplies		7,000 \$7,000		40		1,973		8,973
Total Child and Family Related		\$7,000		\$0		\$1,973		\$8,973
Personnel Startup	İ							
1 month Personnel Startup							į	-
Total Personnel Startup		\$0.00	l	\$0.00		\$0.00		\$0.00
Total Direct Expenses		\$805,299		\$228,093		\$386,244		\$1,419,636
Indirect Costs @ 14%		112,742		7220,000		54,074		166,816
Total Expense	İ	\$918,041		\$228,093		\$440,318		\$1,586,452

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2019-2022 (May 1, 2020 - June 30, 2022)

Program Name:Program 6: WraparoundAVATAR Progra Kinship Wraparound/87CSOCWUnduplicated Number of Clients Served:34Address: 124 River Road, Salinas, CA 93908

Unduplicated Number of Clients Served: 34	Ado	dress: 124 Riv	er F	Road, Salinas,	CA	93908
	I	Budget FY 2019-20]	Budget FY 2020-21	F	Budget TY 2021-22
A. PROGRAM REVENUES						
Monterey County Funds (Monterey County's Use):	+					
Provisional Rates Estimated Federal Fund Participation & EPSDT	\$	166,666.67	\$	1,000,000.00	•	1,000,000.00
SBG funds	Ф	100,000.07	\$	10,000.00	\$	10,000.00
MHSA			φ	10,000.00	Ф	10,000.00
Total Requested Monterey County Funds Other Program Revenues	\$	166,666.67	\$	1,010,000.00	\$ 1	1,010,000.00
FOTAL PROGRAM REVENUES (equals Allowable Costs)	\$	166,666.67	\$	1,010,000.00	\$	1,010,000.00
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed I	т	/		/ /		
. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be ident						
		Budget		Budget		Budget
A. Mode Costs (Direct Services)	I	FY 2019-20]	FY 2020-21	F	Y 2021-22
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	87,905.42	\$	534,394.35	\$	559,625.35
2 Payroll taxes	\$	6,592.91	\$	40,079.58	\$	41,971.90
3 Employee benefits	\$	16,262.50	\$	98,862.95	\$	103,530.69
4 Workers Compensation5 Severance Pay (if required by law, employer-employee agreement or established written	+		\vdash		1	
6 Temporary Staffing	+					
7 Flexible Client Spending (please provide supporting documents)	+		\vdash		\vdash	
8 Travel (costs incurred to carry out the program)	\$	4,485.00	\$	26,910.00	\$	26,910.00
9 Employee Travel and Conference	\$	1,192.50	\$	7,155.00	\$	7,155.00
10 Communication Costs	\$	1,192.50	\$	7,155.00	\$	7,155.00
11 Utilities	\$	912.45	\$	5,474.70	\$	5,474.70
12 Cleaning and Janitorial						
13 Maintenance and Repairs - Buildings	\$	1,000.00	\$	6,000.00	\$	6,000.00
14 Maintenance and Repairs - Equipment	\$	120.00	\$	720.00	\$	720.00
15 Printing and Publications16 Memberships, Subscriptions and Dues	\$	83.33	\$	500.00	\$	500.00
17 Office Supplies	\$	400.00	\$	2,400.00	\$	2,400.00
18 Postage and Mailing	+		Ψ	2,100.00	Ψ	2,100.00
19 Medical Records						
20 Data Processing						
21 Rent and Leases - equipment						
22 Rent and Leases - building and improvements (please identify the property address and	\$	3,649.80	\$	21,898.80	\$	21,898.80
23 Taxes and assessments (Please identify the property address and method of cost						
24 Interest in Other Long-term debts (please identify the property address and method of cos25 Other Professional and Consultant Services (allowable with prior specific approval from	t \$	3,440.00	\$	20,640.00	\$	20.640.00
26 Audit Costs and Related Services (Audits required by and conducted in accordance with	φ	3,440.00	Ф	20,040.00	Ф	20,640.00
27 Miscellaneous (please provide details): expendable equipment, staff recruitment, tx	\$	7,341.25	\$	44,047.50	\$	44,047.50
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide	\$	640.00	\$	3,840.00	\$	3,840.00
29 Total Mode Costs	\$	135,217.66	\$	820,077.88	\$	851,868.94
B. Administrative Costs - the allocation base must reasonably reflect the level of ser	vice	received by th	e Co	ounty from th	e	
program/activity and there must be a direct causal relationship between the allocation		-		•		
30 Salaries and Benefits	T					
31 Supplies						
32 Others - please provide details. Expense must be authorized by the County and/or not						
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide						
34 Total Administrative Costs	\$	-	\$		\$	-
35 TOTAL DIRECT COSTS	\$	135,217.66	\$	820,077.88	\$	851,868.94
II Indirect Cost Centers - include all costs that are incurred for a common or joint pur	pose		ore		cos	
	,	Budget FY 2019-20	,	Budget FY 2020-21	F	Budget Y 2021-22
INDIRECT COSTS					\$	-
INDIRECT COSTS 36 Equipment (purchase price of less than \$5000)	\$	-	\$	-	4 1	
INDIRECT COSTS 36 Equipment (purchase price of less than \$5000) 37 Rent and Leases - equipment	-	-	\$	-	\$	-
36 Equipment (purchase price of less than \$5000)	\$ \$ \$	188.51	-	1,143.26	\$ \$	1,187.58
36 Equipment (purchase price of less than \$5000) 37 Rent and Leases - equipment 38 Rent and Leases - building and improvements 39 Taxes and assessments	\$ \$ \$	- - 188.51 -	\$ \$ \$	-	\$	- · · · · - · · - · · - · · · · · · · ·
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	\$ \$ \$ \$	-	\$ \$ \$	- 1,143.26 - 4,592.11	\$ \$ \$	1,187.58 - 4,770.13
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	\$ \$ \$ \$ \$	- 188.51 - 757.17	\$ \$ \$ \$	4,592.11	\$ \$ \$	4,770.13
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	\$ \$ \$ \$ \$ \$	188.51 - 757.17 - 189.40	\$ \$ \$ \$ \$	4,592.11 - 1,148.71	\$ \$ \$ \$	4,770.13 - 1,193.24
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	\$ \$ \$ \$ \$ \$	- 188.51 - 757.17	\$ \$ \$ \$ \$	4,592.11	\$ \$ \$ \$ \$	4,770.13
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	\$ \$ \$ \$ \$ \$ \$	188.51 - 757.17 - 189.40	\$ \$ \$ \$ \$ \$	4,592.11 - 1,148.71	\$ \$ \$ \$ \$	4,770.13 - 1,193.24
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	\$ \$ \$ \$ \$ \$ \$ \$	- 188.51 - 757.17 - 189.40 189.40	\$ \$ \$ \$ \$ \$	- 4,592.11 - 1,148.71 1,148.71 - -	\$ \$ \$ \$ \$ \$	- 4,770.13 - 1,193.24 1,193.24 - -
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	\$ \$ \$ \$ \$ \$ \$	188.51 - 757.17 - 189.40	\$ \$ \$ \$ \$ \$	4,592.11 - 1,148.71	\$ \$ \$ \$ \$	4,770.13 - 1,193.24

EXHIBIT H-2

49	Legal and Accounting (when required for the administration of the County Programs)	\$	_	\$ _	\$	_
	Audit Costs and Related Services (Audits required by and conducted in accordance with	\$	_	\$ _	\$	-
	Data Processing	\$	-	\$ -	\$	-
52	Personnel Administration	\$	11,168.97	\$ 67,738.38	\$	70,364.32
53	Medical Records	\$	-	\$ -	\$	-
54	Other Professional and Specialized Services	\$	1,703.73	\$ 10,332.93	\$	10,733.49
55	Transportation and Travel	\$	-	\$ -	\$	-
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of	\$	-	\$ -	\$	-
57	Total Indirect Costs	\$	18,930.47	\$ 114,810.90	\$	119,261.65
63	Total Allowable Costs	\$	154,148.13	\$ 934,888.78	\$	971,130.59
	COST REPORT INFORMATION:			Budget FY 2020-21	F	Budget TY 2021-22
64	Land					
65	Buildings and Improvements					
66	Equipment (purchase price of \$5000 or more)					
67	Total	0				

traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent

Executive Director's Signature Date Finance Director's Signature Date

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)										
			FY1	9/20	0	FY2	0/21	FY	21/22	2
	FTE (Full Time		Annual		ANNUAL	Annual	ANNUAL	Annual	P	ANNUAL
TITLE OF POSITION	Employee)	Sa	alary/Wage		TOTAL	Salary/Wage	TOTAL	Salary/Wage		TOTAL
Regional Executive Director	0.10	\$	160,000	\$	2,666.67	\$ 160,000	\$ 16,000.00	\$ 168,000	\$	16,800.00
Program Director	0.00	\$	95,000	\$	-	\$ 95,000	\$ -	\$ 99,750	\$	-
Clinical Supervisor	1.000	\$	85,000	\$	14,166.67	\$ 85,000	\$ 85,000.00	\$ 89,250	\$	89,250.00
Care Coordinator	1.60	\$	65,000	\$	17,333.33	\$ 65,000	\$104,461.85	\$ 68,250	\$ 1	109,336.85
Bilingual Care Coordinator	2.00	\$	71,500	\$	23,833.33	\$ 71,500	\$143,000.00	\$ 75,075	\$ 1	150,150.00
Support Counselor	2.00	\$	46,800	\$	15,600.00	\$ 46,800	\$ 93,600.00	\$ 49,140	\$	98,280.00
Bilingual Support Counselor	1.00	\$	51,480	\$	8,580.00	\$ 51,480	\$ 51,480.00	\$ 54,054	\$	54,054.00
Family Partner	0.000	\$	46,800	\$	-	\$ 46,800	\$ -	\$ 49,140	\$	-
Bilingual Family Partner	0.00	\$	51,480	\$	-	\$ 51,480	\$ -	\$ 54,054	\$	-
Permanency Specialist	0.00	\$	46,800	\$	-	\$ 46,800	\$ -	\$ 49,140	\$	-
Senior Administrative Assistant	0.10	\$	46,800	\$	780.00	\$ 46,800	\$ 4,680.00	\$ 49,140	\$	4,914.00
Program Assistant	0.00	\$	46,800	\$	-	\$ 46,800	\$ -	\$ 49,140	\$	-
Health Information Specialist	0.20	\$	46,800	\$	1,560.00	\$ 46,800	\$ 9,360.00	\$ 49,140	\$	9,828.00
Facility Manager	0.05	\$	80,000	\$	666.67	\$ 80,000	\$ 4,000.00	\$ 84,000	\$	4,200.00
Administrator On-Call	0.00			\$	-		\$ -		\$	=
Supplemental Overtime Allowance (Crisis Response)	Variable FTE	V	ariable FTE	\$	3,802.08	Variable FTE	\$ 22,812.50		\$	22,812.50
Total Salaries and Wages	8.05			\$	87,905.42		\$534,394.35		\$ 5	559,625.35

EXHIBIT H-2

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2020-2021 (March 8, 2021 - June 30, 2022)

Program Name: Program 7: Mental Health Enhanced Foster Care Program(s):

Unduplicated Number of Clients Served: 10 Address: 124 River Road, Salinas, CA 93908

Unduplicated Number of Clients Served: 10	Address: 124 River Road, Salinas, CA 93908				
	Budget FY 2019-20	Budget FY 2020-21		Budget FY 2021-22	
A. PROGRAM REVENUES					
Monterey County Funds (Monterey County's Use):		-			
Provisional Rates Estimated Endard Fund Portisination & EDSDE		¢	<i>55</i> 0 252 00	Φ	740 791 00
Estimated Federal Fund Participation & EPSDT MHSA		\$	559,252.00	\$	740,781.00
MHSA					
Total Requested Monterey County Funds	\$ -	\$	559,252.00	\$	740,781.00
Other Program Revenues	T	Ť	,	Ť	,
FOTAL PROGRAM REVENUES (equals Allowable Costs)	\$ -	\$	559,252.00	\$	740,781.00
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Moi					
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified				ost o	ū
	Budget	Budget		Budget	
A. Mode Costs (Direct Services)	FY 2019-20	F	Y 2020-21	F	Y 2021-22
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)		\$	281,250.00	\$	359,888.00
2 Payroll taxes					
3 Employee benefits		\$	75,937.50	\$	97,169.76
4 Workers Compensation					
5 Severance Pay (if required by law, employer-employee agreement or established written					
6 Temporary Staffing		Φ.	0.004.00	Φ.	2.201.00
7 Flexible Client Spending (please provide supporting documents)		\$	3,294.00	\$	3,294.00
8 Travel (costs incurred to carry out the program) 9 Employee Travel and Conference		\$	10,634.00 2,510.00	\$	10,634.00 2,510.00
10 Communication Costs		\$	4,326.00	\$	4,326.00
11 Utilities		\$	7,963.00	\$	7,963.00
12 Cleaning and Janitorial		φ	7,903.00	Ф	7,903.00
13 Maintenance and Repairs - Buildings		\$	2,400.00	\$	2,400.00
14 Maintenance and Repairs - Equipment		\$	2,958.00	\$	2,958.00
15 Printing and Publications		Ψ	2,938.00	Ψ	2,936.00
16 Memberships, Subscriptions and Dues					
17 Office Supplies		\$	1,650.00	\$	1,650.00
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					
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		\$	2,750.00	\$	2,750.00
25 Other Professional and Consultant Services (allowable with prior specific approval from		\$	43,607.00	\$	43,607.00
26 Audit Costs and Related Services (Audits required by and conducted in accordance with the	:	ļ.,			
27 Miscellaneous (please provide details)		\$	38,012.00	\$	97,412.00
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide			13,240.00		13,240.00
29 Total Mode Costs		\$		\$	< 40 004 T
	\$ -	\$	490,531.50	\$	
B. Administrative Costs - the allocation base must reasonably reflect the level of servi	· ·	\$	490,531.50	\$	
 B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 	· ·	\$	490,531.50	\$	
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies	· ·	\$	490,531.50	\$	
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not	· ·	\$	490,531.50	\$	
 B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 	ice received by the (\$ County	490,531.50	\$ ogra	
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs	sce received by the C	\$ County	490,531.50 y from the pro	\$ ogra	m/activity
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS	sce received by the C	\$ County \$ \$ \$	490,531.50 y from the pro 490,531.50	\$ ogra \$ \$ \$	m/activity - - 649,801.76
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS	sce received by the C	\$ County \$ \$ \$	490,531.50 y from the pro 490,531.50 ved. The indi	\$ ogra \$ \$ irect	m/activity - - 649,801.76
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS	\$ - \$ ionate to the results	\$ County \$ \$ sachie	490,531.50 y from the pro 490,531.50 ved. The indi	\$ ogra \$ \$ sirect Bu	m/activity - 649,801.76 cost centers
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS not readily assignable to the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion.	\$ - sionate to the results Budget	\$ County \$ \$ sachie	490,531.50 y from the pro 490,531.50 ved. The indiget	\$ ogra \$ \$ sirect Bu	- 649,801.76 cost centers
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS not readily assignable to the cost objective specifically benefitted without effort disproporti	\$ - \$ ionate to the results Budget FY 2019-20	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ Budg FY 20	490,531.50 y from the pro 490,531.50 ved. The indiget	\$ ogra \$ s irect Bu FY	- 649,801.76 cost centers
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS not readily assignable to the cost objective specifically benefitted without effort disproporti INDIRECT COSTS 36 Equipment (purchase price of less than \$5000)	\$ - sionate to the results Budget FY 2019-20 \$ -	\$ \$ \$ \$ \$ achie Budg FY 20	490,531.50 y from the pro 490,531.50 ved. The indiget	\$ specific s	m/activity - 649,801.76 cost centers
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS 10 treadily assignable to the cost objective specifically benefitted without effort disproporti INDIRECT COSTS 36 Equipment (purchase price of less than \$5000) 37 Rent and Leases - equipment	\$ - sionate to the results Budget FY 2019-20 \$ -	\$ \$ \$ \$ \$ achie Budg FY 20	490,531.50 y from the pro 490,531.50 ved. The indiget	\$ ogra \$ \$ \$ \$ \$ FY \$ \$	
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS not readily assignable to the cost objective specifically benefitted without effort disproporti INDIRECT COSTS 36 Equipment (purchase price of less than \$5000) 37 Rent and Leases - equipment 38 Rent and Leases - building and improvements	\$ - sionate to the results Budget FY 2019-20 \$ -	\$ Sachie Budg FY 20 \$	490,531.50 y from the pro 490,531.50 ved. The indi get 020-21	\$ sogra \$ sirect Bu FY \$ \$ \$	
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS 36 TOTAL DIRECT COSTS 37 Representation of the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefitted without effort disproportion in the cost objective specifically benefit effort disproportion in the cost objective specifically benefit effort disproportion in the cost objective specifically benefit effort disproportion in the cost objective specifically benefit effort disproportion in the cost objective specifically benefit effort disproportion in the cost objective specifically benefit effort disproportion in the cost objective specifically benefit effort disproportion in the cost objective specifically benefit effort disproportion in the cost objective specifically benefit effort disproportion in the cost objective specif	\$ - sionate to the results Budget FY 2019-20 \$ -	\$ Sachie Budg FY 20 \$ \$	490,531.50 y from the pro 490,531.50 ved. The indi get 020-21	\$ sogra \$ \$ \$ surect Bu FY \$ \$ \$ \$ \$ \$	- 649,801.76 cost centers dget 2021-22
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS 36 TOTAL DIRECT COSTS 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	\$ - sionate to the results Budget FY 2019-20 \$ -	\$ \$ \$ achie Budg FY 20 \$ \$ \$	490,531.50 y from the pro 490,531.50 ved. The indi get 020-21	\$ sogra \$ second to the secon	- 649,801.76 cost centers dget 2021-22 905.95
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS 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	\$ - sionate to the results Budget FY 2019-20 \$ -	\$ Sachie Budg FY 20 \$ \$ \$ \$	490,531.50 y from the pro 490,531.50 ved. The indiget 020-21 	\$ sogra \$ \$ \$ sirect Bu FY \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 649,801.76 cost centers dget 2021-22 905.95 - 3,638.91 - 910.27
B. Administrative Costs - the allocation base must reasonably reflect the level of servi 30 Salaries and Benefits 31 Supplies 32 Others - please provide details. Expense must be authorized by the County and/or not 33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 34 Total Administrative Costs 35 TOTAL DIRECT COSTS 10 Total assignable to the cost objective specifically benefitted without effort disproporti INDIRECT COSTS 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	\$ - sionate to the results Budget FY 2019-20 \$ -	\$ Sachie Budg FY 20 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	490,531.50 y from the pro 490,531.50 ved. The indiget 020-21	\$ sogra \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 649,801.76 cost center dget 2021-22 905.95 - 3,638.91 - 910.27
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EXHIBIT H-2

			oudget 2019-20	I	Budget FY 2020-21	F	Budget Y 2021-22
48	Contracts Administration			\$	7,559.94	\$	10,008.62
49	Legal and Accounting (when required for the administration of the County Programs)			\$	8,247.50	\$	10,918.89
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the			\$	-	\$	-
51	Data Processing			\$	-	\$	-
52	Personnel Administration			\$	-	\$	-
53	Medical Records			\$	40,545.06	\$	53,677.71
54	Other Professional and Specialized Services			\$	-	\$	-
55	Transportation and Travel			\$	6,184.81	\$	8,188.09
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of			\$	-	\$	-
57	Total Indirect costs	\$	-	\$	68,720.50	\$	90,979.24
63 T	otal Allowable Costs	\$	-	\$	559,252.00	\$	740,781.00
	COST REPORT INFORMATION:			Buc FY 2	lget 2020-21		dget 2021-22
64	Land						
65	Buildings and Improvements						
66	Equipment (purchase price of \$5000 or more)				-		
67	Total	0					

traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in

Executive Director's Signature Date Finance Director's Signature Date

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	ınnua	l Salary/Wag	E (Full Time Employ	FY	21 Total	FTE	FY	22 Total
Regional Executive Director	\$	145,000	0.05	\$	7,250	0.075	\$	10,875
Director	\$	105,000	0.20	\$	21,000	0.25	\$	26,250
Program Supervisor	\$	95,000	0.35	\$	33,416	0.40	\$	38,190
TFC Clinician	\$	70,300	0.20	\$	14,060	0.60	\$	42,414
Clinician	\$	72,930	1.00	\$	72,930	1.00	\$	72,930
Support Counselor	\$	47,840	1.00	\$	47,840	1.00	\$	47,840
Resource Family Recruiter & Retention Specialist	\$	47,840					\$	-
Senior Administrative Assistant	\$	52,624	0.05	\$	2,631	0.075	\$	3,947
Program Assistant	\$	47,840	0.25	\$	11,960	0.25	\$	11,960
Health Information Specialist	\$	47,840	0.25	\$	11,960	0.25	\$	11,960
Facilities Manager (variable FTE)				\$	3,553		\$	4,693
Administrator On Call (variable FTE)				\$	19,250		\$	28,500
Supplemental Overtime/Crisis Response (variable FTE)				\$	35,400		\$	60,329
							\$	-
Total Salaries and Wages			<u> </u>	\$	281,250		\$	359,888

AMENDMENT NO. 1 TO MENTAL HEALTH SERVICES AGREEMENT A-14355 BY AND BETWEEN COUNTY OF MONTEREY AND SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER

THIS AMENDMENT NO. 1 is made to MENTAL HEALTH SERVICES AGREEMENT A-14355 by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into AGREEMENT A-14355 for the provision of mental health services to children and their families in the amount of \$7,723,920 for the term July 1, 2019 to June 30, 2022; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to add Program 5: Mobile Crisis Support Team and Program 6: Wraparound for a revised total AGREEMENT amount not to exceed of \$12,555,719 for the term July 1, 2019 to June 30, 2022.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. EXHIBIT A-1: PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
- 2. EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS replaces EXHIBIT B. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-1.
- 3. EXHIBIT H-1: BUDGET AN EXPENDITURE REPORT shall be added to EXHIBIT H. All references in the AGREEMENT to EXHIBIT H shall also include EXHIBIT H-1.
- 4. 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.
- 5. This AMENDMENT NO. 1 shall be effective May 1, 2020.
- 6. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on June 24, 2019.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

	COUNTY OF MONTEREY		CONTRACTOR
By:			SENECA FAMILY OF AGENCIES
1674	Contracts/Purchasing Officer		DBA KINSHP CENTER
2442 E			Contractor's Business Name*
Date:		By:	7 T
By:	Department Head (if applicable)		(Signature of Chair, President, or Vice-president) *
	Department From (to sprinted to 10)		Ken Berrick, President/CEO
Date:	07/28/2020		Name and Title
D		Date:	3/30/2020
By:	Board of Supervisors (if applicable)		
Date:	——————————————————————————————————————		
Appro	ved as to Form 1		- 1
Ву: •>	Lory augh	Ву:	greb (hos
	County Counsel		(Signature of Secretary, Asst. Secretary,
Date:	4/3/2020		CFO, Treasurer or Asst. Treasurer) *
	10 10 10 10 10 10 10 10 10 10 10 10 10 1		Janet Briggs, CFO Name and Title
Approv	ved as to Fiscal Provisions ²	_	Name and Title
By:	Glasa	Date:	3/31/2020
	Auditor/Controller		
Date:	4/6/2020		
Approv	ved as to Liability Provisions ³		
By:			
	Risk Management		*
Date:			

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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

²Approval by Auditor-Controller is required

Seneca Family of Agencies dba Kinship Center Amendment No. 1 to Mental Health Services Agreement A-14355 July 1, 2019 – June 30, 2022

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-1: PROGRAM DESCRIPTION

PROGRAM 1: D'ARRIGO OUTPATIENT

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 510-654-4004 Seneca Family of Agencies dba Kinship Center 124 River Road

Salinas, CA 93908 831-455-4710

II. PROGRAM NARRATIVE

The D'Arrigo Outpatient program provides outpatient Mental Health Services, Medication Support and Case Management to eligible children, youth and their families who require outpatient services; and Crisis services for infrequent situations where child/youth is in a foster care home and requires Crisis services for stabilization in the home. Services will promote the mental health of children whose social and emotional well-being has been negatively impacted by loss and trauma associated with poor family functioning, abuse, neglect, domestic violence, parental incarceration and parental substance abuse. The program specializes in serving foster care, adoption care, and adoption preservation and will use their expertise in permanency, development, attachment and trauma to support the well-being of the entire family.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

III. PROGRAM GOALS

- A. Improve the child's overall functioning within his/her family, school, peer group and community; and reduce the incidence and risk of mental health disabilities.
- B. Improve family member's mental health and well-being to improve the child's mental health functioning through the provision of collateral, group, individual and/or family therapy.
- C. Reduce the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of 150 children, youth and families using the "FSP" model.
 - 1. Utilize a holistic approach that is child centered and family focused.
 - 2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
 - 3. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
 - 4. 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.
 - 5. Services will be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
 - 6. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
 - 7. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department.
 - 8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
 - 1. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
 - 2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
 - 1. Racial Equity Goal Reach target level of Latino engagement of 75% or above.
 - 2. Geographic Equity Goal Reach target level of South County engagement of 20% or above.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (EHR)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Reduce the level of functional impairment of child or youth.
 - a. Data Source: Avatar EHR and administrating pre and post-tests
- D. Reduce the volume and level of parental stress.
 - Data Source: Administrating pre and post-tests

VI. TREATMENT SERVICES

A. Mode of Service: Outpatient

Outpatient Mental Health Services, Medication Support, Crisis Intervention, and Case Management services delivered in clinic, home and community settings, as indicated. Medication Support is offered in person or via telepsychiatry. Units of Service is per minute. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Delivery Sites

- 1) 124 River Road Salinas, CA 93908
- 2) 1180 Broadway St. King City, CA 93930

C. Hours of Operation

The clinic will operate five (5) days per week, Monday — Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child/youth and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV (DSM-V starting in October 2015) diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support, beyond two visits per month, requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to twelve (12) months; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
- C. Report on each Outcome Objective in Section V.

XII. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XIII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

PROGRAM 2: EARLY CHILDHOOD TREATMENT

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies 6925 Chabot Road

Oakland, CA 94618

510-654-4004

Seneca Family of Agencies dba Kinship Center

124 River Road

Salinas, CA 93908

831-455-4710

II. PROGRAM NARRATIVE

The Early Childhood Treatment program provides outpatient Mental Health Services, Medication Support, and Case Management, as needed, to infants and children from birth to 5 years of age, and their families (including older siblings that present with mental health needs that are not being provided for through other County Programs). Mental Health Services include individual, family or group therapies and interventions that are designed to provide reduction of mental disability, and improvement and maintenance of functioning consistent with the goals of learning, development, future independent living and enhanced self-sufficiency. Program services are for children that have not experienced pre-natal substance exposure or other in-utero genetic challenges. The focus of the program will be to serve infants and young children who are exhibiting early signs of attachment disruption, poor attunement with their caregivers, and exhibiting trauma symptoms and related behavioral dysregulation. Such services will improve the early attachment relationship, resolve trauma experiences for children as well as the impact of trauma on a child and his/her family, and reduce mental health symptoms.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

III. PROGRAM GOALS

- A. Improve the child's overall functioning, support the child's parent/caregiver, improve the family's well-being, and address specific attachment relationship and mental health issues that impact the life of the child and his or her family.
- B. Reduce parental and/or familial stress with the parent skills development in evidence informed reflective parenting.
- C. Support and empower the child's parent(s)/caregiver(s) by providing knowledge, skills, and strategies to provide effective parental support, including knowledge, skills, and strategies related to the experience of loss and trauma, to in turn improve the child's mental health functioning.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of thirty (30) children, youth and families using the "FSP" model.
 - 1. Utilize a holistic approach that is child centered and family focused.
 - 2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
 - 3. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
 - 4. 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.
 - 5. Services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
 - 6. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
 - 7. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department
 - 8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
 - 1. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
 - 2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
 - 1. Racial Equity Goal Reach target level of Latino engagement of 75% or above.
 - 2. Geographic Equity Goal Reach target level of South County engagement of 20% or above.

V. OUTCOMES OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (HER)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Improve the child's functioning within his/her family, pre-school, peer group and community.
 - Data Source: Pre and post-tests and CANS domains scores for children age 0-5.
- D. Reduce the volume and level of parental stress
 - Data Source: Pre and post-tests and CANS domains scores for family needs and strengths.

VI. TREATMENT SERVICES

A. Mode of Service: Outpatient

Outpatient Mental Health Services, Medication Support and Case Management services delivered in clinic, home and community settings, as indicated. Units of Service is per minute. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Delivery Sites

- 1) 124 River Road Salinas, CA 93908
- 2) 1180 Broadway St. King City, CA 93930

C. Hours of Operation

The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV (DSM-V starting in October 2015) diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support, beyond two visits per month, requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to twelve (12) months; any extension requires consultation with the MCBH Health Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria:

- 1. The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- 2. Diagnosis of children birth to five will be made using DC: 0-5 and the crosswalk to the DSM and/or ICD.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as

defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as an FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
- C. Report on each Outcome Objective in Section V.

XII. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XIII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies

6925 Chabot Road Oakland, CA 94618

510-654-4004

Seneca Family of Agencies dba Kinship Center

124 River Road

Salinas, CA 93908

831-455-4710

II. PROGRAM NARRATIVE

Hospital Alternative Placement (HAP) is a short-term, intensive, highly coordinated, trauma-informed, and individualized intervention home-based alternative to residential group homes, inpatient, or institutional care. The program provides Medi-Cal Specialty Mental Health Services (SMHS) and Therapeutic Foster Care services under the ESPDT benefit by a Professional Parent and clinical team. Hospital Alternative Placement is part of a spectrum of resources, supports, and services needed to maintain foster youth, and juvenile probation involved youth, in family-based home settings while promoting permanency for the youth through family reunification, adoption, or legal guardianship.

The service model is intended for children/youth up to age 21 with complex emotional and behavioral needs who are placed in a home with trained and intensely supervised and supported Professional Parents to receive frequent intensive mental health support to the child/youth in a family environment. Professional Parents serve as mental health service providers of rehabilitation interventions prescribed within the child/youth's mental health treatment plan under the supervision and direction of a Licensed Practitioner of the Healing Arts (LPHA) or Licensed Mental Health Professional (LMHP). Professional Parents are highly trained caregivers who have agreed to accept a high-needs child/youth for up to six months, have agreed to a "no eject, no reject" policy, and are committed to support a child/youth regardless of any behavioral challenges that emerge. In addition to home-based support by Professional Parents, the child/youth also receive intensive, individualized mental health interventions provided by a clinical team. The clinical team works collaboratively to support the youth and family in creating safety and treatment plans to address mental health needs, ensure stabilization, and support permanency. The clinical team provides mental health services, family finding and engagement, mobile response and crisis intervention; and coordinated services in the home or other community settings.

III. PROGRAM GOALS

- A. Improve the child/youth's functioning and wellbeing to achieve permanency or move to less restrictive/intensive treatment settings.
- B. Reduce the possibility of future residential care, Short-Term Residential Therapeutic level facilities, period inpatient hospitalization, or placement at an out of state facility.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR will collaborate and coordinate with the SMHS care coordinator and Child and Family Team (CFT); and integrate Professional Parents, appropriate clinical staff and County to ensure mental health service care coordination and implementation of the treatment plan for HAP services.
- B. CONTRACTOR will actively participate in the CFT to understand the child/youth's need and identify supports for the child and family including placement with a Professional Parent who can best meet the child/youth's needs.
- C. CONTRACTOR will provide SMHS, including Intensive Care Coordination, Intensive Home Base Services, Case Management, Mental Health Services, Therapeutic Behavioral Services, Medication Support, and Crisis Intervention services that may need to be available 24-hours a day, 7 days a week.
- D. CONTRACTOR will monitor the child/youth's progress in meeting plan goals related to the provision of EPSDT services provided under a HAP service model.
- E. CONTRACTOR will recruit foster care Professional Parents to provide Therapeutic Foster Care (TFC) to children/youth in the HAP Program. Professional Parents must meet and comply with all basic foster care or resource parent requirements as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 or Welfare and Institutions (W&I) Code 16519.5; and meet Resource Family approval standards.
- F. CONTRACTOR will provide competency-based training to Professional Parents both initially and ongoing and incorporate evidence informed practices in the training.
- G. CONTRACTOR's licensed staff, LPHA or a LMHP, will provide ongoing direct supervision and intensive support to the Professional Parents to ensure services align with the client plan, and review and co-sign each daily progress note by the Professional Parent to ensure progress note meets medical necessity and State Medi-Cal documentation standards.
- H. Under the supervision of CONTRACTOR licensed staff, Professional Parents will:
 - 1. Provide direct trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan including providing skills-based interventions (including coaching and modeling), functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implement the risk management/safety components of the child/youth's plan;
 - 3. Participate as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assist or link the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observe, monitor, and alert the Hospital Alternative Program Agency and members of the CFT about changes in the child/youth's needs;
 - 6. Provide one or more of the following service components under the TFC service model: Plan development, Rehabilitation, and Collateral;
 - 7. Write a daily progress note for services provided that meet medical necessity and are in accordance with state Medi-Cal documentation standards.

I. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (EHR)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Reduce the level of functional impairment of a child or youth.
 - Data Source: CANS
- D. Reduce psychiatric hospitalization rates for children as well as a reduction in and visits to emergency room or other acute facilities, and STRTP level facilities.
 - Data Source: CONTRACTOR's EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services Units of Service is per minute
- 2. Therapeutic Foster Care Units of Service is per day

B. Delivery Sites

CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental

Health Services including Therapeutic Behavioral Services require prior authorization in coordination with the CFT. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Average recommended range for service dosage for HAP outpatient services will be up to three (3) hours of billable services per day. The recommended caseload for this program is one (1) to two (2) cases. Average length of stay will be six (6) months as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated COUNTY staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

- 1. Diagnostic Spectrum and Functional Impairment of population served:
 - A. Hospital Alternative Placement program will provide services to clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in community settings, to help clients achieve agreed upon desired outcomes, and to achieve a sense of their own power and ability to positively influence their own lives.
 - B. The diagnostic spectrum includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, and dual diagnosis (mental health, developmental disability or drug and alcohol related diagnosis).
- 2. Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):
 - A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
 - B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
 - C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),

3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

This current agreement is for two (2) eligible Monterey County residents who have full scope Medi-Cal and are authorized for services by the MCBH Case Manager. New eligible Monterey County residents referred to the program will require an amendment to this agreement. The population served include but are not limited pregnant or parenting; younger youth (client's ages 6-12 with severe mental health Issues and behaviors); Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) Youth; cognitively low functioning with mental health and behavioral issues; and special medical and health care needs.

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XII. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XIII. REPORTING REQUIREMENTS

A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the MCBH Designated Contract Monitor:
 - 1. Total number of children/youth receiving service and length of stay;
 - 2. Number of CFT meetings are attended on a quarterly basis;
 - 3. Number of children/youth who have returned to higher levels of care; and
 - 4. Year-end narrative report identifying areas of success and challenges in the prior year.
 - 5. Report on each Outcome Objective in Section V.

XIV. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XV. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

PROGRAM 4: COMPASS

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 510-654-4004

II. PROGRAM NARRATIVE

The Comprehensive Assessment and Stabilization Services (COMPASS) program is a licensed Short Term Residential Therapeutic Program (STRTP) that serves children/youth with acute mental health needs whose crisis behaviors have resulted in a need for temporary out-of-home care. The COMPASS program site is comprised of multiple single-family homes in close proximity to one another to create and allow for a sense of community while maximizing shared resources. The home-like, family-based residential setting utilizes Professional Parents and a multi-tiered approach to stabilization that includes an intensive array of services on a short-term basis to support effective crisis stabilization and linkage to a rich array of community-based supports.

The COMPASS program provides Emergency Placement with Crisis Stabilization services for children/youth with acute mental health needs requiring 24/7 in-person support. The program Professional Parent provides 24-hour support to stabilize, prevent or divert youth in crisis from hospitalization. Children/youth who step down from the Emergency Placement with Crisis Stabilization tier, or who enter the COMPASS program at a lower level of intensity receive Intensive Services Foster Care level of service and Therapeutic Foster Case (TFC) services. This includes youth in need of extensive caregiver support, who are more easily triggered, or are less likely to be successful with other youth in the home. The COMPASS program is designed to allow the same Professional Parent the flexibly to provide either tier of service to adapt to the needs of each youth without the need for physical change in placement or relational disruption.

III. PROGRAM GOALS

- A. Provide trauma-informed therapeutic interventions and integrated programming designed to treat and ameliorate the behavioral health symptoms and improve functioning.
- B. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
- C. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
- D. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.
- E. Enhance the psychosocial health and development of the child within the context of the client's families, peer group, and community.

Seneca Family of Agencies dba Kinship Center Amendment No. 1 to Mental Health Services Agreement A-14355 July 1, 2019 – June 30, 2022

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide specialty mental health services to eligible Monterey County youth residing in the program.
 - 1. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
 - 2. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
 - 3. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
 - 4. Specialty Mental Health Services include Intensive Care Coordination, Intensive Home Base Services, Case Management, Mental Health Services, Therapeutic Behavioral Services, Medication Support, and Crisis Intervention services.
 - 5. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal.
 - 6. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.
- B. CONTRACTOR will receive referrals only through the COUNTY Inter-Agency Placement Committee (IPC) or an Individual Education Plan (IEP). All referrals for services will be assessed for eligibility according to the following criteria:
 - 1. Evidence of symptoms of mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205.
 - 2. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.
- C. CONTRACTOR shall maintain staffing requirement:
 - 1. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22 and Medi-Cal regulations.
 - 2. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
 - 3. Staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. The CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
 - 4. Provide ongoing clinical supervision to practitioners involved in direct service to clients.

- 5. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- D. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- E. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
 - 1. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: http://qi.mtyhd.org/wp-content/uploads/2018/10/CANS ANSA PSC35.pdf
 - 2. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
 - 3. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
 - 4. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
 - 5. CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, by first quarter of the AGREEMENT.
- F. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
 - 1. A CFT is a highly facilitated process and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
 - 2. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
 - 3. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
 - 4. The CONTRACTOR will make CANS data available for the CFT in conformity with all applicable laws.

- G. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level placement.
 - 1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
 - 2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
 - 3. Provide notification to COUNTY of any hospitalization.
- H. CONTRACTOR will recruit Professional Parents to provide Therapeutic Foster Care (TFC) to children/youth in placement. Professional Parents meet and will comply with all basic foster care or resource parent requirements as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 or Welfare and Institutions (W&I) Code 16519.5; and meet Resource Family approval standards.
- I. CONTRACTOR will provide competency-based training to Professional Parents both initially and ongoing and incorporate evidence informed practices in the training.
- J. CONTRACTOR's licensed staff, LPHA or a LMHP, will provide weekly and ongoing direct supervision and intensive support to the Professional Parents to ensure services align with the client plan, and review and co-sign each daily progress note by the Professional Parent to ensure progress note meets medical necessity and State Medi-Cal documentation standards.
- K. Under the supervision of CONTRACTOR licensed staff, Professional Parents will:
 - 1. Provide direct trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan including providing skills-based interventions (coaching and modeling), functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implement the risk management/safety components of the child/youth's plan;
 - 3. Participate as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assist or link the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observe, monitor, and alert the CONTRACTOR and members of the CFT about changes in the child/youth's needs;
 - 6. Provide one or more of the following service components under the TFC service model: Plan development, Rehabilitation, and Collateral;
 - 7. Write a daily progress note for services provided that meet medical necessity and are in accordance with state Medi-Cal documentation standards.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar EHR
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS, etc.
- C. Reduce the level of functional impairment of a child or youth.

- a. Data Source: CANS
- D. Reduce psychiatric hospitalization, visits to emergency room or other acute facilities, and number of placements in STRTP level facilities
 - CONTRACTOR's EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services Units of Service is per minute.
- 2. Therapeutic Foster Care Units of Service is per day
- B. Service Delivery Sites: Each home accommodates only one youth at a time.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health Bureau (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental Health Services require prior authorization in coordination with the Child and Family Team (CFT). The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Average recommended range for service dosage for outpatient services in the COMPASS program will be up to three (3) hours of billable services per day. Average length of stay will be 15-45 days as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated County staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

XIV. CLIENT DESCRIPTION/CHARACTERISTICS

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

XV. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

XVI. POPULATION AND FINANCIAL ELIGIBLITY

Monterey County children/youth who are full scope Medi-Cal eligible, and have been screened through the County Interagency Placement Committee, or any youth placed through the IEP process. The current Agreement is for two (2) eligible residents of Monterey County. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XVII. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XVIII. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XIX. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the MCBH Designated Contract Monitor:
 - 1. Total number of children/youth receiving service and length of stay;
 - 2. Number of CFT meetings are attended on a quarterly basis;
 - 3. Number of children/youth who have returned to higher levels of care; and
 - 4. Year-end narrative report identifying areas of success and challenges in the prior year.
 - 5. Report on each Outcome Objective in Section V.

XVI. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XVII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

PROGRAM 5: MOBILE CRISIS SUPPORT TEAM

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies

6925 Chabot Road

Oakland, CA 94618

510-654-4004

Seneca Family of Agencies dba Kinship Center

124 River Road

Salinas, CA 93908

831-455-4710

II. PROGRAM NARRATIVE

The Mobile Crisis Support Team (MCST) provides community-based mental health crisis response, triage, and stabilization to children and youth up to 21 years of age, and their family who are experiencing immediate acute mental health crisis. The MCST will triage crisis calls placed to a support line and travel in Monterey County communities to provide risk/safety assessment and crisis intervention; collaborate with existing treatment team members; provide linkage for youth and families in need of further mental health services, coordinate with emergency response; and provide follow up services. The clinical threshold for crisis may include aggressive behaviors; suicide attempts/ideation; drug and alcohol overdose or abuse; disruptive symptoms related to thought, mood and anxiety disorders; escalating behavior(s) and, without immediate intervention, the individual is likely to require a higher intensity of services. It may also present as an overt change in functioning or be prompted by traumatic life events. The MCST aims to provide same day services and/or services as close to 24 hours of immediate mental health crisis.

The MCST program is partially funded by a COUNTY awarded Investment in Mental Health Wellness Grant Program for Children and Youth ("Grant Program") of the California Health Facilities Financing Authority (CHFFA) to develop and implement a MCST program for the grant period May 30, 2019 through June 30, 2026.

III. PROGRAM GOALS

Provide immediate crisis support and intervention to children and youth with psychiatric emergencies to:

- A. Divert psychiatric crises before major impacts on their safety and stability occur.
- B. Reduce the volume and frequency of other more restrictive (and less appropriate) services, including inpatient hospitalizations or law enforcement involvement.
- C. Increase access to youth-specific crisis support that will effectively address the behavioral needs of youth and families in their communities.

IV. PROGRAM OBJECTIVES

A. CONTRACTOR shall provide access to a 24-hours a day, 7 days a week support line for youth and family in crisis. Crisis calls received through the support line are triaged to determine the level of severity and prioritize calls that meet the clinical threshold required for an in-person response.

- B. CONTRACTOR shall provide two (2) MCST teams. Each team will be comprised of one (1) Lead Clinician and two (2) Crisis Clinicians. There will be one (1) Family Partner serving the entire program with a flexible schedule to meet caregiver needs:
 - Lead Clinician: A licensed registered master's-level staff who responds to mobile response calls. The Lead Clinician provides shift management, assigns teams to respond to calls, and ensures documentation and follow-up occurs.
 - **Crisis Clinician:** A registered master's-level staff who will triage support line calls, provide in person response to crisis situations, and provide follow-up services for youth and families. Half of the MCST clinicians will be bilingual staff.
 - Family Partner: A highly trained staff who has lived experience navigating the behavioral health system. The Family Partner responds to mobile response calls, providing assistance in intake, assessment, and collaboration; support to child and family members, and follow-up services for youth and families.
- C. After hour phone calls will be connected with the CONTRACTOR'S Rapid Response, an Administrator On-Call from the MCST on-call staffing pool, who will assess the severity of the crisis, attempt to stabilize the situation through phone-based counseling and coaching, contact emergency response personnel if there are immediate safety risks, and create a plan for both safety and follow-up with the family. Rapid Response will then write a call summary and forward to MCST staff to facilitate a follow-up call or visit the next morning when the program formally opens again. See Section V. C. Hours of Operation.
- D. The MCST shall respond to crisis emergency calls and provide in-person community-based crisis support services, intervention, and stabilization, risk/safety assessment, and case management. The MCST staff does not transport clients and will coordinate transportation as appropriate.
 - 1. Crisis Intervention: Therapeutic interventions are provided to engage the youth and family in a safety and risk assessment. MCST staff will complete a Crisis Assessment Tool and short-term safety plan with the youth and family. If further emergency psychiatric treatment is needed, the MCST will work with the caregivers to develop a plan for immediate referral to emergency psychiatric services in the community. The MCST will work closely with youth, family, teacher, police, paramedics, and/or psychiatric emergency staff when necessary to assist with the referral process for a smooth transition to acute psychiatric care. In the event of an acute mental health crisis, the MCST may assess clients for a WIC 5150/5585 hold or contact the local law enforcement to assess clients for a WIC 5150/5585 hold.
 - 2. Case Management: The MCST may make a referral to a community provider and/or work with existing treatment team members to ensure linkage to needed services. Services may be provided by a Crisis Clinician or a Family Partner. Services may be provided during a crisis.
 - 3. Assessment: An Assessment may be provided to the youth during follow up services to assist the youth in further understanding the feelings, behaviors and triggers linked to the crisis. The intent of this service is to have a MCST staff contact the client's support systems (guardian, social workers, therapist, teacher,

psychiatrist, etc.) to work together on the best ways to improve or maintain the mental health status of the youth. Services may be provided by a Crisis clinician or a Family Partner. Services may be provided during a crisis.

- E. CONTRACTOR shall ensure minimum staffing levels are maintained, and supervision is provided to all MCST staff, licensed and unlicensed, in accordance with the State Licensure Board. CONTRACTOR shall notify the COUNTY of any staff changes. Any changes in the staffing detail will require prior written approval of the COUNTY.
- F. The MCST shall coordinate care planning efforts with COUNTY for existing Monterey County Behavioral Health child and family clients to provide the least restrictive interventions needed for each situation and ensure client and families receive comprehensive and consistent care and the necessary services to maintain stabilization.
- G. If the MCST determines the individual in crisis meets the California Welfare and Institutions Code Section 5150/5585 for an involuntary psychiatric hold, the MCST on duty will complete the 5150/5585 documentation. If an individual is placed on an involuntary psychiatric hold by either the MSCT or a responding peace officer, the individual will be transported by peace officer or ambulance.
- H. The MCST shall provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS.
- I. The MCST shall conduct follow up services that may include necessary safety planning and education to individuals and family; assessment, case management for linkage to appropriate services; and supports, and community resources for youth and families in need of further mental health services in the field to aide in prevention of a future crisis and address unnecessary emergency department visits and inpatient hospitalizations.
- J. The MCST shall accept referrals from COUNTY agencies including Behavioral Health, Child Welfare, and Juvenile Probation; and conduct intake appointments, and follow-up meetings with families. CONTRACTOR shall contact new referrals for follow-up services within 24-hours of notification.
- K. The MCST shall provide strength-based, individualized services that consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
- L. The MCST shall provide culturally and linguistically appropriate services for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- M. The MCST shall participate in a Child and Family Team (CFT) meeting for children and youth in the child welfare or probation system to review goals and strategies to

Seneca Family of Agencies dba Kinship Center Amendment No. 1 to Mental Health Services Agreement A-14355 achieve, case planning, placement determination, emancipation planning and/or safety planning as needed.

- N. The MCST shall open and close episodes in the Avatar Electronic Health Record, and document admission, CSI, diagnosis, and discharges.
- O. The MCST shall complete services and discharge clients within thirty (30) calendar days. Any exceptions shall be made in coordination with the clinical supervisor and document clinical justification. CONTRACTOR shall discharge clients from MCST program if one or more of the following situations occur:
 - 1. The goals of the Individualized Stabilization Plan are met, and client is no longer in need of crisis stabilization.
 - 2. Client has no had contact with CONTRACTOR staff for over fourteen (14) of days, and staff has documented a minimum of three (3) attempts to contact the client, including phone calls, field visits to last known address, and/or letters indicating attempts to engage in services prior to closure. Client episode must be closed in Avatar within seventeen (17) business days without contact.
- P. CONTRACTOR shall comply with all provisions of the CHFFA Grant Program requirements in the provision of MCST program services.

V. TREATMENT SERVICES

A. Mode of Service: Outpatient

Crisis Intervention, Assessment, and Case Management Units of Service is per minute. CONTRACTOR shall make a full accounting of all Units of Service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Delivery Sites

MCST office sites:

- 124 River Road Salinas, CA 93908
- 1180 Broadway St. King City, CA 93930

Services may be provided in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

- 1. Support line is accessible 24 hours a day, 7 days a week.
- 2. At least one MCST team will be available at any given time, including holidays, between 8:00am to 10:00pm Monday through Friday (14 hours per day) with after hour phone support by Rapid Response from 10:00pm to 8:00am. Saturday and Sunday coverage will be provided by MCST On-Call staff providing in-person response from 11:00am to 9:00pm (10 hours per day) with after hour phone support by Rapid Response from 9:00pm to 11:00am.

3. Hours of Operation is mutually agreed upon between the COUNTY and CONTRACTOR and is subject to change based on community need as mutually agreed on between both parties.

VI. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated).
 - 3. The condition would not be responsive to physical healthcare-based treatment.

The MCST shall also provide linkage to the COUNTY for individuals who are not existing clients and meet the target population and criteria for Specialty Mental Health Services (SMHS) or make referrals to appropriate alternative services if a client does not meet Medical Necessity for SMHS

VII. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County children and youth up to 21 years of age. The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Initial response, triage, and stabilization services will be provided to all referrals that are appropriate regardless of Medi-Cal eligibility. Any additional or follow-up services provided to non Medi-Cal eligible children or non-minor dependents up to age 18 will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health or designee has approved for these services in writing.

VIII. OUTCOME OBJECTIVES

educed hospital nergency room R) and ychiatric patient utilization.	County will collect ER utilization and psychiatric inpatient utilization to track change overtime, if any, during and following implementation of the project. Baseline- Calendar Year (CY) 2019 # of children/youth admitted in Emergency Room Visits at Natividad Medical Center: - Count of individuals: 466 - Number of admissions: 1,078 - Total Cost Value: \$1,258,901.97 Baseline- CY 2019 Inpatient psychiatric hospitalizations: - Count of individuals: 193 - Number of admissions: 267 - Total Cost Value: \$2,575,315.64	Data collected and reported annually per grant expectations.	County
duced law			
forcement volvement on ental health crisis ls, contacts, stodies and/or ensports for essment.	County will work with county law enforcement agencies to collect data on crisis calls, contacts, and custodies. Baseline- CY 2019 # of children/youth served: Individuals serviced by current Mobile Crisis Team: 242	Data collected and reported annually per grant.	County
provements in ticipation rates the Program.	Seneca will track: Total unduplicated youth served. Total number of service contacts, including information on type, duration, and immediate outcome of each contact. Basic demographic information on youth served. Total number of clients that are repeatedly opened for new crisis response calls and services. Services to which clients have been referred. Information on individual enrollment in mental health services, including whether the youth served was enrolled in mental health service at the time of service provision and if so, what specific services were being accessed.	Data collected and reported annually per grant expectations.	Contractor
		repeatedly opened for new crisis response calls and services. - Services to which clients have been referred. - Information on individual enrollment in mental health services, including whether the youth served was enrolled in mental health service at the time of service provision and if so, what specific services	repeatedly opened for new crisis response calls and services. - Services to which clients have been referred. - Information on individual enrollment in mental health services, including whether the youth served was enrolled in mental health service at the time of service provision and if so, what specific services were being accessed.

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D.	Child/youth and/or their family members' satisfaction with the crisis services received.	MCST staff will administer Seneca's agency-specific satisfaction survey for crisis programs.	Survey conducted at close of services.	Contractor
E.	Number of MCST vehicles and staff.	Contractor will track number of active MCST personnel at any given point.	On-going	Contractor
F.	The value of the Program(s), such as mitigation of costs to the county, law enforcement, or hospitals.	County will track the total amount of claim for reimbursement of crisis intervention (371) and inpatient care (QI will provide dollar amount for this) over time to determine mitigation of costs, if any, during implementation of the project. Baseline- CY 2019 Emergency Room Visits at Natividad Medical Center: - Total Cost Value \$1,258,901.97 Baseline- CY 2019 Inpatient Psychiatric Hospitalizations: - Total Cost Value \$2,575,315.64	Data collected and reported annually per grant expectations.	County
G.	The percent of children/youth who receive a crisis service who, within 15 and 30 days, return for crisis services at a hospital emergency department, psychiatric hospital, detainment center, juvenile hall or jail.	County will work with ERs, out of county psychiatric hospital placements, and juvenile justice staff to track the number of children who are served by the project and are subsequently seen within 15 and 30 days for a crisis incident by ERs and psychiatric inpatient hospitals/placements.	Data collected and reported annually per grant expectations.	County

IX. REPORTING REQUIREMENTS

A. CONTRACTOR shall report on Section VIII. Outcomes Objectives identified as responsible party on a quarterly basis.

X. LEASE OF COUNTY VEHICLES FOR MCST SERVICES

A. General:

- 1. COUNTY leases to CONTRACTOR, beginning on the date of this Agreement through the end of the term of this Agreement two (2) COUNTY-owned vehicles.
- 2. COUNTY is the registered owner and lessor of the Vehicles and is responsible for the cost of registration, and CONTRACTOR is the lessee of the Vehicles and is responsible for the cost of fuel and lost or stolen keys.

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- 3. Upon expiration or termination of this Agreement, the lease of the Vehicles to CONTRACTOR shall immediately terminate and CONTRACTOR shall surrender the Vehicles to COUNTY to the location specified by COUNTY.
- 4. COUNTY vehicles/equipment shall only be used for official COUNTY business.
- 5. COUNTY vehicles/equipment operated for COUNTY business shall be operated in accordance with all safety and legal requirements of the County, State and any other jurisdiction in which they are operated.

B. COUNTY responsibilities:

- 1. Be responsible for procuring, maintaining and disposing of vehicles leased by contracted providers, in partnership with Fleet Management.
- 2. Ensure vehicle evaluation in collaboration with Fleet Management, determine the most economical replacement dates.
- 3. Ensure maintenance of COUNTY vehicles is provided in collaboration with Fleet Management in a manner which will best service the interest of the COUNTY. The COUNTY will assume the cost of keeping leased vehicles(s) in good running order, making repairs and replacing all vehicle components necessary due to normal wear and operation. Repairs necessary due to improper maintenance, negligence, carelessness or abuse may be charged to the contracted agency to which the vehicles(s) is assigned.
- 4. Will notify contractor within ninety (90) calendar days of the expiration date (based on the term of the contract) for existing lease agreement. If lease is not renewed, the vehicle(s) must be returned to the COUNTY by the expiration date.

B. CONTRACTOR responsibilities:

- 1. Assume all risk of loss for use of the vehicle(s) in the provision of MCST services.
- 2. Procure and maintain at its own expense, liability and casualty insurance coverage for the vehicle(s) within policy limits. CONTRACTOR shall not use vehicle(s) unless and until the COUNTY is provided with certificates of insurance to the COUNTY's satisfaction evidencing appropriate coverage.
- 3. Limit use of the vehicles to employees with a valid California driver's license.
- 4. CONTRACTOR shall ensure that drivers meet and comply with; CONTRACTOR'S standards for drivers, possess a current valid driver's license, are in good standing with the California Department of Motor Vehicles, and shall provide verification upon request by the COUNTY.
- 5. Ensure all contracted personnel designated to drive the leased vehicle attend a defensive driving class.
- 6. Shall maintain a current driver's mileage log for all employees utilizing leased vehicles for each use. Mileage log shall include date, time and name of driver, and actual mileage usage.
- 7. Perform advance and annual driving record screenings of all drivers. No driver with a ticket for reckless driving, driving under the influence, or record of 2 or more points shall be permitted to operate the vehicle(s).
- 8. Prohibit employees from operating a COUNTY vehicle with any measurable amount of alcohol or illegal substance(s) in the employee's blood stream. Violation of this policy is grounds for disciplinary action as deemed appropriate.

- 9. Do not paint or otherwise modify the vehicles in any way without the advance written consent of the COUNTY. The COUNTY may inspect the vehicles at any time upon 24-hour notice to contractor.
- 10. Do not allow smoking in the vehicle(s). This includes electronic smoking devices or paraphernalia.
- 11. Do not allow consumption of food or drink in the vehicle(s). CONTRACTOR shall maintain general cleanliness of the interior and exterior of the vehicles.
- 12. Obey Federal, State or local traffic laws and ordinances at all times. Ensure all drivers and passengers are provided with and are utilizing seat belts. Traffic and parking citations issued to an employee while using a COUNTY vehicle are the sole responsibility of the employee involved. If the employee cannot be identified, then the appointing authority of the contractor shall be responsible.
- 13. Report all mechanical defects to the COUNTY immediately. The driver of a leased vehicle used on COUNTY business must be satisfied that the vehicle is in good operating condition before embarking on a trip. The following items are to be checked by the driver prior to the use of any leased vehicles: brakes, lights, fuel, horn, rear view mirrors, steering, tires and windshield wipers.
- 14. Bring the vehicles to COUNTY maintenance facilities according to the COUNTY Vehicle Service Schedule for repair, maintenance or inspections. Costs of repairing damage to County vehicles resulting from negligence, abuse or willful misconduct by the employee having custody of the vehicle will be recoverable from the contractor.
- 15. Do not install any article of personal property in or on the vehicle without prior approval of the COUNTY. Do not "personalize" a COUNTY vehicle, either by maintaining an excessive number of personal belongings in the vehicle or by modifying the cosmetics or mechanical systems of the vehicle in any way.
- 16. Prohibit employees from removing County vehicle decals, seals, or any vehicle identification.
- 17. Only use appropriate fuel in leased vehicles. Contractor will assume the cost of gasoline.
- 18. CONTRACTOR shall ensure that vehicles are parked and stored in a secure setting when not in use for mental health services at the location specified by the COUNTY in its sole discretion.
- 19. CONTRACTOR'S use of the Vehicles shall be limited to providing official MCST services only. Only CONTRACTOR'S designated personnel shall be allowed to operate and use the vehicles. Leased vehicle(s) shall not be used to transport any passengers other than authorized employees on official County business. No personal use of the vehicles by CONTRACTOR is allowed. CONTRACTOR shall be subject to and shall follow the County of Monterey Vehicle Use Policy available at <a href="https://countyofmonterey.sharepoint.com/sites/Infonet/Policies/Board%20Policies/Vehicle%20Use.pdf#search=county%20vehicle%20use%20policy,as amended from time to time by COUNTY without need for notice to CONTRACTOR, and CONTRACTOR shall provide a copy to its personnel using Vehicles.
- 20. CONTRACTOR shall report any accident involving any leased vehicle to their appropriate insurance carrier(s). Contractor shall notify the COUNTY Contract Monitor by completing County accident/incident report within 24 hours of the accident. If there is damage to the vehicle, other property damage, or injury to any

- party, the CONTRACTOR is responsible to file a claim with their insurance carrier and have the vehicle repaired. Completion of vehicle repair, including all invoices shall be filed with the COUNTY within 30 days of repair.
- 21. If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR'S performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten days following the date of service of process of a lawsuit.

XI. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract and program implementation; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XII. DESIGNATED CONTRACT MONITOR

Lucero Robles, MSW, LCSW
Deputy Director, Access and SUD Programs
Monterey County Behavioral Health Bureau
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906
(831) 796-1717

PROGRAM 6: WRAPAROUND

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 (510)654-5004 Seneca Family of Agencies Central Coast 124 River Road Salinas, CA 93908 (831)455-4710

II. PROGRAM NARRATIVE

The Wraparound program provides flexible, family-centered, and highly individualized Specialty Mental Health Services and supports for eligible youth and their families involved with foster care, juvenile justice, or childrens behavioral health. Wraparound services are designed to enhance permanency and promote the mental health and wellbeing of youth whose social and emotional well-being has been negatively impacted by loss and trauma associated with low family functioning, disrupted attachment, abuse, neglect, exposure to violence, parental incarceration, and parental substance abuse. The program supports the family in identifying their short- and long-term objectives, building a network of natural supports, and facilitating meetings that create accountable action towards treatment goals and family aspirations. Within the Wraparound program clients are provided assessment, intensive care coordination, intensive home-based services, rehabilitation, individual and, family, crisis prevention and response and referrals to clinical services as appropriate.,

III. PROGRAM GOALS

- A. Youth will experience increased social supports and community integration by increasing the number of identified and engaged family members as well as other adult supports in the youth's life, as measured by an increase in family team participants and adult connections from baseline to program graduation.
- B. Youth and families will move toward *achievement of family- and team-defined goals*, as measured by treatment goal progress, Wraparound action plan progress, placement stability while enrolled, and status at discharge.
- C. Youth will experience *improved behavioral and emotional adjustment and mental health outcomes* in multiple domains, as measured by improved scores in relevant CANS domains, including behavioral and emotional needs, risk behaviors, individual strengths, and life domain functioning.
- D. Youth and families will report *satisfaction with Wraparound* as measured by their indicating agreement on Client and Caregiver Perception Surveys.
- E. Wraparound will demonstrate *adherence to CDSS-defined Wraparound standards* as measured by the Wraparound Fidelity Index.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide Specialty Mental Health Services to eligible youth and families referred by COUNTY using CONTRACTOR'S innovative Wraparound model, approved by the California Department of Social Services.
- B. CONTRACTOR shall provide a Wraparound team composed of a master's-level care coordinator and bachelor's-level support counselors to provide assessment, intensive care coordination, intensive home-based services, rehabilitation, crisis prevention and response.
- C. Five Wraparound teams will provide Tier 1 Wraparound services to a caseload of six families. One additional team will hold a flexible caseload consisting of zero to four families receiving Tier 1 Wraparound services, and zero to two families receiving Tier 2 high-intensity Wraparound services. This specialized team, designed to serve the County's highest-needs youth at risk of hospitalization or Short-Term Residential Therapeutic Program (STRTP) placement, will have the capacity to provide Tier 2 high-intensity Wraparound services to up to two youth at any given time.
- D. All Wraparound services and supports across both tiers shall reflect the following service components:
 - 1. Services are provided in a manner consistent with the ten principles of the National Wraparound Institute.
 - 2. Utilize a holistic approach that is youth-driven and family-focused.
 - 3. Provide Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation, and Crisis Intervention.
 - 4. Services are provided at a location and time that is convenient for the individual and family to the extent possible, and consistent with organizational capacity. Staff will travel up to 90 miles from their home office to work with youth and families in the community.
 - 5. Services are provided in the family's preferred language. Seneca shall provide translation and interpretation services as needed.
 - 6. Clinical staff assignment shall be based upon the needs and preferences of the youth and their family.
 - 7. Services shall be provided using clinically appropriate treatment modalities as authorized and directed by the COUNTY and provided in a timely manner.
 - 8. Services shall address issues specific to foster care and permanence in order to improve the youth's stability, permanence, and mental wellbeing.
 - 9. Services shall be coordinated with COUNTY agencies including the Department of Social Services (DSS), the Health Department (HD), and the Juvenile Probation Department (JPD).
 - 10. Services shall be provided in alignment with the initial and updated treatment plans. Youth progress shall be regularly re-evaluated and additional services may be authorized based upon documented medical necessity.

- E. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20 years, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 years at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall utilize CANS completed by COUNTY as initial assessment if the CANS was completed on the month prior to initiation of Wraparound services.
- F. CONTRACTOR shall provide services as long as necessary to accomplish the youth and family goals, and as authorized by the COUNTY. Wraparound services last an average of 10 months.

V. OUTCOME OBJECTIVES

- A. Accept and enroll 100% of children and youth referred by the COUNTY.
- B. Initiate intake and engagement processes for 95% of enrolled families within 24 business hours of receiving a referral from the County.
- C. Hold a first face-to-face meeting for 95% of enrolled families within 20 days of receiving a referral from the County.
- D. Complete the initial comprehensive assessment, including the CANS assessment if applicable, for 95% of enrolled families within 60 days of the initial face-to-face contact with the family.
- E. At least 95% of Wraparound-enrolled youth will conclude services within 18 months.
- F. At discharge, at least 75% of Wraparound-enrolled youth who were either placed in or at risk of placement in group home care at intake will be stepped down to or maintained in the least-restrictive, family-like environment.
- G. At discharge, at least 75% of Wraparound-enrolled youth with serious emotional or behavioral challenges will have made full or partial progress on their treatment goals.

VI. TREATMENT SERVICES

A. Mode of Service: Outpatient

Services inclusive of Assessment, Intensive Care Coordination, Intensive Home-Based Services, Mental Health Rehabilitation services, and Crisis Intervention. Units of Service is per minute. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

B. Program Sites:

- 1. 124 River Road, Salinas, CA 93908
- 2. 1180 Broadway St., King City, CA 93930

C. Hours of Operation:

- 1. Program operates 7 days per week.
- 2. Program sites shall be open from 8:30 AM to 6:00 PM.
- 3. Service hours are flexible and adjusted based on client need. Staff may work early in mornings or late in evenings.
- 4. Staff remain available to clients for emergency needs on a 24/7 on-call basis.
- 5. Services will be provided primarily in the community, such as family homes or client schools, but may also be provided at Program Sites depending on the family's preference.

VII. LIMITATION OF SERVICE PER AUTHORIZATION

- A. Potential referrals will be screened by the County Interagency Placement Committee (IPC) to ensure that youth meet criteria for admission to the program and that family has given preliminary agreement to participate in Wraparound services. Further, COUNTY will ensure that all children and youth referred to the CONTRACTOR meet Medical Necessity criteria through assessment and diagnosis, as described in Title IX, Section 18.30.205 or 1830.210 regulations. If for any reason, the CONTRACTOR believes Medical Necessity has not been established CONTRACTOR retains the right to reject the referral. The COUNTY will provide the CONTRACTOR with copies of clinical assessments and treatment plans, and the CONTRACTOR will maintain those records in a safe and confidential manner consistent with California law and HIPAA regulations. The CONTRACTOR will document all applicable mental health services provided under this contract and in accordance with documentation guidelines as established by Title IX regulations. The CONTRACTOR will provide copies of all clinical notes to the County upon request.
- B. Referrals for admission to Wraparound will be initiated by COUNTY.
- C. If a child/youth is discharged from the Wraparound program but seeks to re-enroll in services with 7 business days, CONTRACTOR may continue providing services to that child/youth without waiting for authorization by COUNTY. CONTRACTOR shall submit the authorization request to DSS to participate in Wraparound at the next regularly scheduled COUNTY meeting.
- D. CONTRACTOR shall ensure one point of contact for all program referrals from the COUNTY to promote ease of access for COUNTY staff.
- E. Admission for evaluation and subsequent treatment, if qualified by DSM-V diagnosis and medical necessity or EPSDT criteria, will be the sole authority of Seneca.
- F. Primary mental health treatment will remain the responsibility of COUNTY.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 4. A significant impairment in an important area of life functioning, or
 - 5. A probability of significant deterioration in an important area of life functioning, or
 - 6. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 4. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 5. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 6. The condition would not be responsive to physical healthcare-based treatment.

XX. CASE COODINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

IX. TARGET POPULATION

- A. Children, youth, and families involved with child welfare or juvenile probation systems who have complex needs requiring intensive, comprehensive, coordinated, highly individualized interventions, as well as linkage to services to ensure safety, permanency, and wellbeing.
- B. Specific subpopulations to be served may include:
 - 1. Families with voluntary (non-Court) child welfare cases
 - 2. Reunified families whose case closes during service delivery
 - 3. Legal guardianship cases
 - 4. Infants and young children ages birth through five
 - 5. Developmentally delayed children and youth with co-occurring mental health disorders
 - 6. Pre-adjudicated, juvenile justice involved youth
 - 7. Adopted children and youth

C. Eligibility criteria:

- 1. The youth and/or family is experiencing a disturbance in one or more of the following areas: school, community relations, emotional functioning or family relations; and/or:
- 2. Intensive service coordination, delivery, and or support is required to assist the family or caretaker in meeting the youth's needs; and
- 3. The youth has a family, relative, legal guardian, or other significant person in their life that is open to participating in a strengths-based, family-centered process and resides within close geographic proximity; otherwise, family finding efforts can be used to identify such persons; and
- 4. The youth is eligible under California Welfare and Institutions Code (WIC) 300 or 602 (i.e. is a dependent or ward of the Juvenile Court; or
- 5. The youth has an open child welfare case (including legal guardianship), adoption aid payments, or juvenile probation petition pending at the time of referral.
- 6. For youth not already involved with DSS or JPD, CONTRACTOR will conduct the assessment for medical necessity.
- D. CONTRACTOR will collaborate with COUNTY to create a process to serve Behavioral Health youth and families, with complex needs and mental health disorders, such as those discharging from hospitals, with critical Wraparound services, who are not involved with DSS or JPD.
- E. The total number of youths who will receive Wraparound services during the year shall not exceed 37. The active capacity for youth receiving Wraparound shall be an average of 34 at a time.

X. FINANCIAL ELIGIBILITY

Monterey County youth who are identified within the population to be served as noted above have full scope Medi-Cal and have been screened and approved by the Interagency Placement Committee. Undocumented or uninsured youth require pre-authorization by the Behavioral Health Director of Monterey County or designee.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health treatment goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on enrolled clients, CFTs, services, and any other information as set forth by the COUNTY as appropriate.
- C. All services are promptly documented by CONTRACTOR in COUNTY Avatar Electronic Health Record system within 72 hours.
- D. CONTRACTOR will report on each of the Outcome Objectives described in Section V.

XII. MEETING/COMMUNICATIONS

- A. CONTRACTOR shall attend regularly scheduled meetings with the COUNTY for the purpose of overseeing implementation of the contract, discussing contract issues, evaluating contract usage and effectiveness, providing updates about client progress, and making recommendations for quality improvements.
- B. CONTRACTOR shall attend monthly leadership team meeting with appropriate COUNTY representatives. During program startup, the leadership meeting will occur every two weeks.
- C. CONTRACTOR shall attend regular COUNTY Interagency Placement Committee (IPC) meetings to discuss referrals and identify means of maximizing Wraparound slots to most effectively serve youth and families.

XIII. DESIGNATED CONTRACT MONITOR

Liz A. Pérez-Cordero, Psy.D. BH Services Manager—Children's Services Family Assessment Support and Treatment Programs 1000 South Main Street, Suite 210B Salinas, CA 93901 Phone: 831-755-8430

EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOATIED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. Payment Method is Rate multiplied by the Units. Rate schedules and maximum annual liability for each program are as follows below.

Invoices requesting payment shall be prepared for each program separately and accompanied by Exhibit G: Behavioral Health Cost Reimbursement Invoice for the appropriate program.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of \$12,555,719 for FY 2019-20 through FY 2021-22.

PROGRAM SUMMARY

Program	FY 2019-20	FY 2020-21	FY 2021-22	Total Amount
Program 1 : D'Arrigo Outpatient	\$1,922,185	\$1,922,185	\$1,922,185	\$5,766,555
Program 2: Early Childhood Treatment	\$343,461	\$343,461	\$343,461	\$1,030,383
Program 3: Home Alternative Placement	\$239,414	\$239,414	\$239,414	\$718,242
Program 4: Compass	\$69,580	\$69,580	\$69,580	\$208,740
Program 5: Mobile Crisis Support Team	\$421,031	\$1,097,967	\$1,146,134	\$2,665,132
Program 6: Wraparound	\$166,667	\$1,000,000	\$1,000,000	\$2,166,667
Total	\$3,162,338	\$4,672,607	\$4,720,774	\$12,555,719

PROGRAM 1: D'ARRIGO OUTPATIENT

Program 1: D'Arrigo Outpatient Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	89,185	\$2.36	\$210,477			
Assessment and Evaluation	15	30			, , , , , , , , , , , , , , , , , , , ,			
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45	1					
Family Therapy	15	50	536,090	\$3.05	\$1,635,075			
Collateral	15	10	1	•	+ -, -, -, -, -, -, -, -, -, -, -, -, -,			
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	12,492	\$5.64	\$70,455			
Crisis Intervention	15	70	1,440	\$4.29	\$6,178			
TOTAL MAXIMUM LIABILI	TY FY 2019-20	020	· · · · · · · · · · · · · · · · · · ·		\$1,922,185			

Program 1: D'Arrigo Outpatient Fiscal Year 2020-21								
	Mode of	Service	Estimated	Rate per	FY 2020-21			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	89,185	\$2.36	\$210,477			
Assessment and Evaluation	15	30						
Plan Development	15	45	-					
Individual Counseling	15	40	1					
Mental Health Rehab	15	45]					
Family Therapy	15	50	536,090	\$3.05	\$1,635,075			
Collateral	15	10	1 1		, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
Collateral Group Counseling	15	30	1 1					
Group Therapy	15	50	1					
Group Rehab/Counseling	15	50	1					
Medication Support	15	60	12,492	\$5.64	\$70,455			
Crisis Intervention	15	70	1,440	\$4.29	\$6,178			
TOTAL MAXIMUM LIABILI	\$1,922,185							

Program 1: D'Arrigo Outpatient Fiscal Year 2021-2022								
	Mode of	Service	Estimated	Rate per	FY 2021-22			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	89,185	\$2.36	\$210,477			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40]					
Mental Health Rehab	15	45	1					
Family Therapy	15	50	536,090	\$3.05	\$1,635,075			
Collateral	15	10		,	+ =,===,=,=			
Collateral Group Counseling	15	30	-					
Group Therapy	15	50]					
Group Rehab/Counseling	15	50	1					
Medication Support	15	60	12,492	\$5.64	\$70,455			
Crisis Intervention	15	70	1,440	\$4.29	\$6,178			
TOTAL MAXIMUM LIABILI	\$1,922,185							

Seneca Family of Agencies dba Kinship Center

Amendment No. 1 to Mental Health Services Agreement A-14355 July 1, 2019 – June 30, 2022

PROGRAM 2: EARLY CHILDHOOD TREATMENT

Program 2: Early Childhood Treatment Fiscal Year 2019-2020							
	Mode of	Service	Estimated	Rate per	FY 2019-20		
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	11,539	\$2.36	\$27,233		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40			\$311,366		
Mental Health Rehab	15	45					
Family Therapy	15	50	102,087	\$3.05			
Collateral	15	10	1		, ,,,,,,		
Collateral Group Counseling	15	30					
Group Therapy	15	50					
Group Rehab/Counseling	15	50					
Medication Support	15	60	862	\$5.64	\$4,862		
TOTAL MAXIMUM LIABILITY FY 2019-2020							

Program 2: Early Childhood Treatment Fiscal Year 2020-2021								
	Mode of	Service	Estimated	Rate per	FY 2020-21			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45	7					
Individual Counseling	15	40	1					
Mental Health Rehab	15	45	1					
Family Therapy	15	50	102,087	\$3.05	\$311,366			
Collateral	15	10	1					
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50	1					
Medication Support	15	60	862	\$5.64	\$4,862			
TOTAL MAXIMUM LIABILI	TY FY 2020-20	021			\$343,461			

Program 2: Early Childhood Treatment Fiscal Year 2021-2022								
	Mode of	Service Function	Estimated	Rate per	FY 2021-22			
Service Description	Service	Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40]					
Mental Health Rehab	15	45						
Family Therapy	15	50	102,087	\$3.05	\$3.05	\$311,366		
Collateral	15	10		·	, ,			
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50	1			i		
Medication Support	15	60	862	\$5.64	\$4,862			
TOTAL MAXIMUM LIABIL	ITY FY 2021-2	2022			\$343,461			

PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT

Program 3: Hospital Alternative Placement Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	4,320	\$2.36	\$10,196			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	40.000	\$3.05				
Collateral	15	10	13,298		\$40,559			
Group Rehab/Counseling	15	50						
Therapeutic Behavioral Services	15	58						
Intensive Care Coordination	15	01						
Intensive Homebased Services	15	30						
Medication Support	15	60	3,600	\$5.64	\$20,304			
Crisis Intervention	15	70	2,250	\$4.29	\$9,653			
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702			
TOTAL MAXIMUM LIABILIT	Y FY 2019-2	0			\$239,414			

Program 3: Hospital Alternative Placement Fiscal Year 2020-2021							
	Mode of	Service	Estimated	Rate per	FY 2020-21		
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	4,320	\$2.36	\$10,196		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	30	12.200	\$3.05			
Collateral	15	10	13,298		\$40,559		
Group Rehab/Counseling	15	50					
Therapeutic Behavioral Services	15	58					
Intensive Care Coordination	15	01					
Intensive Homebased Services	15	30					
Medication Support	15	60	3,600	\$5.64	\$20,304		
Crisis Intervention	15	70	2,250	\$4.29	\$9,653		
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702		
TOTAL MAXIMUM LIABILIT	Y FY 2020-2	021	***************************************		\$239,414		

Program 3: Hospital Alternative Placement Fiscal Year 2021-2022								
	Mode of	Service	Estimated	Rate per	FY 2021-22			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	4,320	\$2.36	\$10,196			
Assessment and Evaluation	15	30	,	·	\$10,150			
Plan Development	15	45	1					
Individual Counseling	15	40						
Mental Health Rehab	15	45	10.000					
Family Therapy	15	30	13,298	\$3.05	\$40,559			
Collateral	15	10						
Group Rehab/Counseling	15	50						
Therapeutic Behavioral Services	15	58	1					

TOTAL MAXIMUM LIABILIT	Y FY 2021-20	022			\$239,414
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702
Crisis Intervention	15	70	2,250	\$4.29	\$9,653
Medication Support	15	60	3,600	\$5.64	\$20,304
Intensive Homebased Services	15	30			
Intensive Care Coordination	15	01			

PROGRAM 4: COMPASS

Pı	Program 4: Compass Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20				
Service Description	Service	Function Code	Units	Unit	Total Amount				
Case Management	15	01	2,888	\$2.36	\$6,816				
Assessment and Evaluation	15	30							
Plan Development	15	45			·				
Individual Counseling	15	40							
Mental Health Rehab	15	45							
Family Therapy	15	50	12,600	\$3.05	\$38,430				
Collateral	15	10	,		,				
Group Rehab/Counseling	15	50							
Intensive Care Coordination	15	01			:				
Intensive Homebased Services	15	30							
Medication Support	15	60	480	\$5.64	\$2,708				
Crisis Intervention	15	70	480	\$4.29	\$2,060				
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566				
TOTAL MAXIMUM LIABILIT	Y FY 2019-2	020			\$69,580				

	Mode of	Service	Estimated	Rate per	FY 2020-21
Service Description	Service	Function Code	Units	Unit	Total Amount
Case Management	15	01	2,888	\$2.36	\$6,816
Assessment and Evaluation	15	30			
Plan Development	15	45			
Individual Counseling	15	40			
Mental Health Rehab	15	45			
Family Therapy	15	50	12,600	\$3.05	\$38,430
Collateral	15	10			, ,
Group Rehab/Counseling	15	50			
Intensive Care Coordination	15	01	1		
Intensive Homebased Services	15	30	1		
Medication Support	15	60	480	\$5.64	\$2,708
Crisis Intervention	15	70	480	\$4.29	\$2,060
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566
TOTAL MAXIMUM LIABILIT	Y FY 2020-2	2021			\$69,580

P	rogram 4: Co	mpass Fiscal Year	2021-2022		
	Mode of	Service	Estimated	Rate per	FY 2021-22
Service Description	Service	Function Code	Units	Unit	Total Amount
Case Management	15	01	2,888	\$2.36	\$6,816
Assessment and Evaluation	15	30			
Plan Development	15	45			
Individual Counseling	15	40			
Mental Health Rehab	15	45			
Family Therapy	15	50	12,600	\$3.05	\$38,430
Collateral	15	10	Ź		423,.23
Group Rehab/Counseling	15	50			
Intensive Care Coordination	15	01			
Intensive Homebased Services	15	30			
Medication Support	15	60	480	\$5.64	\$2,708
Crisis Intervention	15	70	480	\$4.29	\$2,060
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566
TOTAL MAXIMUM LIABILIT	Y FY 2021-2	022	· · · · · ·		\$69,580

PROGRAM 5: MOBILE CRISIS SUPPORT TEAM

Program 5: Mobile Crisis Support Team Fiscal Year 2019-2020 (May 1, 2020 – June 30, 2020)				
Personnel	Total Amount			
Lead Clinician	\$74,940.00			
Bilingual Clinical	\$72,930.00			
Bilingual Clinical	\$80,223.00			
Total Personnel	\$228,093.00			
Operational	Total Amount			
Program Support	\$6,812.38			
Personnel Start up	\$186,124.90			
Total Operational	\$192,936.28			
Grant Total CHFFA Mobile Crisis Support Team FY 2019-2020	\$421,031			

Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Assessment and Evaluation	15	30	125,511	\$3.05	\$382,809
Case Management	15	01	23,172	\$2.36	\$54,686
Crisis Intervention	15	70	153,956	\$4.29	\$660,472
TOTAL MAXIMUM LIABI	LITY FY 202	0-2021			\$1,097,967

Service Description	Mode of Service	risis Support Team Service Function Code	Fiscal Year 202 Estimated Units	Rate per Unit	Total Amount
Assessment and Evaluation	15	30	126,499	\$3.05	\$385,822
Case Management	15	01	23,991	\$2.36	\$56,619
Crisis Intervention	15	70	164,031	\$4.29	\$703,693
TOTAL MAXIMUM LIABI	\$1,146,134				

PROGRAM 6: WRAPAROUND

		scal Year 2019-2020 1, 2020 - June 30, 20			
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Intensive Care Coordination	Coordination 05, 15 01				
Intensive Home-Based Services	15	30	25.005	42.05	
Assessment and Evaluation	15	30	35,905	\$3.05	\$109,511
Mental Health Rehabilitation	15	45			
Crisis Intervention	15	70	13,323	\$4.29	\$57,156
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2019-	-2020			\$166,667

Fiscal Year 2020-2021									
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount				
Assessment and Evaluation	15	30							
Intensive Care Coordination	05, 15	01	015 455	42.07	D 6 7 7 4 2 0				
Intensive Home-Based Services	15	30	215,455	\$3.05	\$657,138				
Mental Health Rehabilitation	15	45							
Crisis Intervention	15	70	79,921	\$4.29	\$342,862				
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2020	-2021			\$1,000,000				

	Fis	cal Year 2021-2022			
Service Description	Mode of Service	Service Function Code	Estimated Units	Rate per Unit	Total Amount
Assessment and Evaluation	15	30			
Intensive Care Coordination	05, 15	01	015.455	42.05	# 60 4 4 2 4
Intensive Home-Based Services	15	30	215,455	\$3.05	\$684,131
Mental Health Rehabilitation	15	45]		
Crisis Intervention	15	70	79,921	\$4.29	\$315,054
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2021-	-2022			\$1,000,000

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement

for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum 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 acceptable by the County of Monterey Department of

Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit a Day Care Activity Report for Day Care Services and a Claim Form summarizing service costs, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

- E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually

acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$12,555,719 for services rendered under this Agreement.
- B. Funding Sources and Estimated Amounts per Fiscal Year. The County retains the right to adjust the funding sources as may be required.

			Fiscal Yea	r (FY) 2019-202	0			
	Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	Total Contract Amount
l		Kinship Adoption FSP Seneca	27CW	\$0.61.000.50	ф Т СО О Т 4 ОО	\$100.010.00		***************************************
1	D'Arrigo Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$961,092.50	\$768,874.00	\$192,218.50		\$1,922,185.00
2		Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10		\$343,461,00
3	Home Alternative Placement	KS Hospital Alternative Placement	27CW4	\$119,707,00	\$119,707.00			\$239,414.00
4	Compass	TBD	TBD	\$34,790.00	\$34,790.00			\$69,580,00
5	Mobile Crisis Support Team	TBD	TBD				\$421,031.00	\$421,031.00
÷	Wraparound	TBD	TBD	\$116,666.90	\$50,000.10			\$166,667.00
T	otal Amount per F	Y 2019-2020		\$1,403,986.90	\$1,110,755.50	\$226,564.60	\$421,031.00	\$3,162,338.00

			Fiscal Yea	r (FY) 2020-202	21			
Prograi Number		Avatar Program Name	Avatar Program ID	FFP/Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	Total Amount
		Kinship Adoption FSP Seneca	27CW	\$061,000.50	#7C0.074.00	#100 010 CO		***********
1 D'Arrig	igo Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$961,092.50	\$768,874.00	\$192,218.50		\$1,922,185.00
Early C 2 Treatm	Childhood nent	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10		\$343,461.00
Home a	Alternative nent	KS Hospital Alternative Placement	27CW4	\$119,707.00	\$119,707.00			\$239,414.00
4 Compa		TBD	TBD	\$34,790.00	\$34,790.00			\$69,580.00
Mobile 5 Support		TBD	TBD	\$384,288.45	\$164,695.05	\$548,983.50		\$1,097,967.00
6 Wrapaı	round	TBD	TBD	\$700,000,00	\$300,000.00			\$1,000,000.00
Total Ar	mount per F	Y 2020-2021		\$2,371,608.45	\$1,525,450.45	\$775,548.10	\$0.00	\$4,672,607.00

			Fiscal Yea	r (FY) 2021-202	22			
1	Program Number/Name	Avatar Program Name	Avatar Program ID	FFP/Medi-Cal	EPSDT	MHSA CSS	CHFFA Grant	Total Amount
		Kinship Adoption FSP Seneca	27CW	£061,000,50	фП(0,074,00	#100 010 50	40.00	4
1	D'Arrigo Outpatient	Kinship Center Seneca FSP King City	DLCSOC	\$961,092.50	\$768,874.00	\$192,218.50	\$0.00	\$1,922,185.00
2	Early Childhood Treatment	Kinship Center Seneca First Five Trauma	27CW3	\$171,730.50	\$137,384.40	\$34,346.10	\$0.00	\$343,461,00
3	Home Alternative Placement	KS Hospital Alternative Placement	27CW4	\$119,707.00	\$119,707.00	, \$0.00	\$0.00	\$239,414.00
4	Compass	TBD	TBD	\$34,790.00	\$34,790.00	\$0.00	\$0.00	\$69,580.00
5	Mobile Crisis Support Team	TBD	TBD	\$401,146.90	\$171,920.10	\$573,067.00		\$1,146,134.00
6		TBD	TBD	\$700,000.00	\$300,000.00			\$1,000,000.00
	Total Amount per F	Y 2021-2022		\$2,388,466.90	\$1,532,675.50	\$799,631.60	\$0.00	\$4,720,774.00

C. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2019 - June 30, 2020	\$3,162,338
July 1, 2020 - June 30, 2021	\$4,672,607
July 1, 2021 - June 30, 2022	\$4,720,774
TOTAL MAXIMUM LIABILITY	\$12,555,719

- 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 <u>Survival of Obligations after Termination</u>, 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. <u>Provisional Payments</u>: 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. <u>Allowable Costs</u>: 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. <u>Cost Control</u>: 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. <u>Adjustment of Claims Based on Other Data and Information</u>: 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 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.

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 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. 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."

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER Program 5: Mobile Crisis Support Team Fiscal Year 2019-2020

(May 1, 2020 - June 30, 2020)

Monterey County Behavioral Health

Mobile Crisis Service Teams- Operating Budget

Davianua		mran tr			Fis	cal Year 2019-2020
Revenue		FY20 (June 1- June 30) County Funded		FY20 Grant Funded		FY20 (June 1- June 30) Total
Medi-Cal- Federal Financial Participation		\$41,640.77				\$41,640.77
Mental Health Services Act- for FFP Match		\$41,640.77				\$41,640.77
Mental Health Services Act		\$44,843.91	İ		l	\$44,843.91
Grant Personnel Funding				228,093.00		\$228,093.00
Grant Capital Funding Total Revenue		\$400.40F.44		192,937.28		\$192,937.28
Expenses		\$128,125.44 FY20 (June 1- June 30)		\$421,030.28 FY20	-	\$549,155.72 FY20 (June 1- June 30)
Payroll	FTE	County Funded	FTE	Grant Funded	FTE	Total
Regional Executive Director	0.05	666,67		0.00	0.05	666.67
Director	0.25	2,395.83		0.00	0.25	2,395.83
Program Clinical Supervisor	1.00	6,222.25		0.00	1,00	6,222.25
Lead Clinician	1.05	5,462.33	0.95	59,476.09	2.00	64,938.42
Clinician	1.00	4,823.42	1.00	57,881.00	2.00	62,704.42
Bilingual Clinician	1.00	5,305.76	1.00	63,669.10	2.00	68,974.86
Family Partner	1.00	3,411.20		0.00	1.00	3,411.20
Health Information Specialist	1.25	4,264.00		0.00	1.25	4,264.00
Administrator On-Call	0,50	3,125.00	į	0.00	0,50	3,125.00
Maintenance/Transportation	0.12	753.75	i		0.12	753,75
On-Call Stipend/Supplemental Allowance		4,372.33	. !	•		4,372.33
Total Benefits @ 26%	7.22	40,802.53	2.95	181,026.19	10.17	221,828.72
Total Payroll	į	10,608.66 51,411.19 :	i	47,066.81 228,093.00		57,675.47 279,504.19
Operations		FY20 (June 1- June 30)		FY20		FY20 (June 1- June 30)
Contract Services		County Funded		Grant Funded	ļ	Total
Other Contract Services (ANSA Voice System	!)	541.67	į		1 !	541,67
Total Contract	ĺ	\$541.67	į	\$0.00		\$541.67
Program Support			ŀ			
Office Supplies	1	200.00	!			200,00
Telephone Conference & Training	į	762.80 717,35	į	1 562 20		762.80
Subscription & Dues	ŀ	41.67	ł	1,562.38		2,279.73 41.67
Mileage Reimbursement	1	762.80	ľ		ļ	762.80
Staff Recruitment	į	211.89	į			211.89
CallPoint Software Total Program Support	į	- \$2,696.50	ļ	5,250,00 \$6,812.38		5,250,00 \$9,508.88
Occupancy	ł		- !		1	
Facility Interest	į	1,055.97	į		į	1,055,97
Facility Depreciation	i	1,166.30	i			1,166.30
Utilities	- !	432.16			į	432.16
Bldg Mt & Suppiles Expendable Equipment- Difference	į	1,111.00 508.53	į			1,111.00
Equipment Lease	- 1	32.00	!		!	508,53
Equipment Maintenance and Repair	!	151.35	į		į	151.35
Equipment Depreciation	į	172.41	ł		Ì	172.41
Depreciation- Leasehold Improvements Total Occupancy	ł	19.20 \$4,648.91	-	40.00		19,20
Total Scrapanoy	-	\$4,048.3 <u>T</u> 1	į	\$0.00	į	\$4,648.91
Vehicle	į		į		i	
Vehicle Purchase	i	-	ł		·	
Vehicle Maintenance Vehicle Operating (Insurance + Fuel)	- !	803.67	į		į	
Total Vehicle	į	\$803.67	į	\$0.00		803,67 \$803,67
Child and Camilla De Leavel	- 1	.]	- 1	,	I	
Child and Family Related Treatment Supplies	-	583.33	ŀ		İ	F00.5-
Total Child and Family Related	į	\$583.33	į	\$0.00	į	583,33 \$583,33
	į	,	į	72,00	ł	4503.33
Personnel Startup	- 1		ł	,		
3 Months Personnel Startup Total Personnel Startup	Ì	\$0.00	į	186,124.90 \$186,124.90	į	186,124.90 \$186,124.90
	į	75.00	į	7200,327,30	İ	¥100,124.9U
otal Direct Expenses	i	\$60,685.27	- 1	\$421,030.28		\$481,715.55
Indirect Costs @ 14% Otal Expense	-	67,440.18 \$128,125.44	!	\$474.000.00	Ayyaa aak	67,440.18
•	į	7120,123,44	į	\$421,030.28	I	\$549,155.72
Revenue Over (Under) Expense	<u>i</u>	\$0.00		\$0.00		\$0.00

COUNTY OBLIGATION

MHSA

Medi-Cal- FFP

TOTAL COUNTY OBLIGATION

\$86,484.68 \$41,640.77 **\$128,125.44**

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2020 - 2022

Program Name: Program 5: Mobile Crisis Support Team

AVATAR Program(s): <u>TBD</u>

Unduplicated Number of Clients Served: ____

Address: 124 River Road, Salinas, CA 93908

		Budget FY 2020-21	Budget FY 2021-22
A. PROGRAM REVENUES			1.2021.22
Monterey County Funds (Monterey County's Use):			
Provisional Rates			
Estimated Federal Fund Participation & EPSDT	1	\$ 356,839.15	\$ 372,493.28
Mental Health Services Act		\$ 741,127.46	\$ 773,639.88
			, , , , , , , , , , , , , , , , , , , ,

Total Requested Monterey County Funds	\$ -	\$ 1,097,966.60	\$ 1,146,133.16
Other Program Revenues			
TOTAL PROGRAM REVENUES (equals Allowable Costs)	\$ -	\$ 1,097,966.60	\$ 1,146,133.16
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of pla	ced Monter	ey County clients	allocated in
accordance with requirements contained in this Agreement. Expenditures should be accordance with requirements contained in this Agreement.	e reported	within the cost ca	tegories list.
CONTRACTOR is expected to be able to identify direct and indirect costs directly	from its fin	ancial statements	
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be cost objective.	identified s	pecifically with a	particular final
cost objective.	1	Budget	Budget
A. Mode Costs (Direct Services)	\$ -	FY 2020-21	FY 2021-22
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)		\$ 670,656.60	\$ 704,189.43
2 Payroll taxes		\$ 50,299.25	\$ 52,814.21
-3 Employee benefits		\$ 124,071,47	\$ 130,275.04
4 Workers Compensation		4 221,071,17	Ψ 130,273.01
Severance Pay (if required by law, employer-employee agreement or established			
5 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)		\$ 18,797.54	\$ 18,797.54
9 Employee Travel and Conference		\$ 10,170.60	\$ 10,170.60
10 Communication Costs		\$ 9,153.54	\$ 9,153.54
11 Utilities		\$ 5,185.95	\$ 5,185.95
12 Cleaning and Janitorial		Ψ 3,103.23	Ψ 3,163.23
13 Maintenance and Repairs - Buildings		\$ 13,331.96	\$ 13,331.96
14 Maintenance and Repairs - Equipment		\$ 1,816.18	\$ 1,816.18
15 Printing and Publications		J 1,810.18	\$ 1,610.16
16 Memberships, Subscriptions and Dues		\$ 500.00	\$ 500.00
17 Office Supplies		\$ 2,400.00	
18 Postage and Mailing		\$ 2,400.00	\$ 2,400.00
19 Medical Records			
20 Data Processing			
21 Rent and Leases - equipment		¢ 202.07	Φ 202.05
Rent and Leases - building and improvements (please identify the property address		\$ 383.97	\$ 383.97
22 and method of cost allocation)			
Taxes and assessments (Please identify the property address and method of cost			
23 allocation)			
Interest in Other Long-term debts (please identify the property address and method			
24 of cost allocation)		\$ 12,671.63	\$ 12,671.63
Other Professional and Consultant Services (allowable with prior specific approval			
25 from Monterey County and must meet the criteria of a direct cost)	i i	\$ 6,500.00	\$ 6,500.00

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): staff recruitment, crisis mgmt software, expendable equip., tx supplies			\$	20,895.01	\$	20,895.01
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			\$	16,294.90	\$	16,294.90
29	Total Mode Costs	\$	-	\$	963,128.60	\$	1,005,379.96
	1	a f		uaaat	and but the C	a 11 m 4	y from the
	B. Administrative Costs - the allocation base must reasonably reflect the level program/activity and there must be a direct causal relationship between the all						
	program/activity and there must be a direct causal relationship between the all Salaries and Benefits						
	program/activity and there must be a direct causal relationship between the all						
31	program/activity and there must be a direct causal relationship between the all Salaries and Benefits						
31	program/activity and there must be a direct causal relationship between the all Salaries and Benefits Supplies Others - please provide details. Expense must be authorized by the County and/or						
31 32 33	program/activity and there must be a direct causal relationship between the all Salaries and Benefits Supplies Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations. Depreciation Expenses (please exclude assets purchased by COUNTY funds and						

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	s -	1	Budget FY 2020-21	F	Budget Y 2021-22
36	Equipment (purchase price of less than \$5000)	<u> </u>	\$	-	\$	-
	Rent and Leases - equipment		\$		\$	
_	Rent and Leases - building and improvements		\$	1,342,69	\$	1,401.59
39	Taxes and assessments		\$	н	\$	
40	Insurance and Indemnity		\$	5,393.14	\$	5,629,73
41	Maintenance - equipment		\$	-	\$	-
42	Maintenance - building and improvements		\$	1,349.08	\$	1,408.27
43	Utilities		\$	1,349.08	\$	1,408.27
44	Household Expenses		\$	-	\$	•
45	Interest in Bonds		\$	H	\$	-
46	Interest in Other Long-term debts		\$	2,698.17	\$	2,816.53
47	Other interest and finance charges		\$	14,833.52	\$	15,484.25
48	Contracts Administration		\$	16,182.61	\$	16,892.52
49	Programs)		\$	-	\$	_
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)		\$		\$	_
	Data Processing		\$	-	\$	
	Personnel Administration		\$	79,554.36	\$	83,044.32
53	Medical Records		\$	-	\$	-
54	Other Professional and Specialized Services		\$	12,135.36	\$	12,667.72
55	Transportation and Travel		\$	-	\$	-
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)		\$	-	\$	_
57	Total Indirect Costs	\$ -	\$	134,838.00	\$	140,753.19
63	Total Allowable Costs	\$ -	\$	1,097,966.60	\$ 1	,146,133.16
	COST REPORT INFORMATION:		I	Budget Y 2020-21	F	Budget Y 2021-22
-	Land					
	Buildings and Improvements					
	Equipment (purchase price of \$5000 or more)					
67	Total	0				

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature

Date

Finance Director's Signature

Date

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

			FY2	20/2	1	ar enda	F)	21/2	2
TITLE OF POSITION	FTE (Full Time Employee)		Annual Salary/Wage		TOTAL	Sa	Annual lary/Wage		TOTAL
Regional Executive Director	0.05	\$	160,000	\$	8,000.00	\$	168,000	\$	8,400.00
Program Director	0.25	\$	115,000	\$	28,750.00	\$	120,750	\$	30,187.50
Program Clinical Supervisor	1.00	\$	74,667	\$	74,667.00	\$	78,400	\$	78,400.35
Lead Clinician	2.00	\$	62,512	\$	125,024.00	\$	65,638	\$	131,275.20
Clinician	2.00	\$	57,881	\$	115,762.00	\$	60,775	\$	121,550.10
Bilingual Clinician	2.00	\$	63,669	\$	127,338.20	\$	66,853	\$	133,705.11
Family Partner	1.00	\$	40,934	\$	40,934.40	\$	42,981	\$	42,981.12
Health Information Specialist	1.25	\$	40,934	\$	51,168.00	\$	42,981	\$	53,726.40
Administrator On-Call	0.50	\$	75,000	\$	37,500.00	\$	78,750	\$	39,375.00
Maintenance/Transportation (Variable FTE)	Variable FTI	Ň	/ariable FTE	\$	9,045.00	Va	riable FTE	\$	9,497,25
Ön-Call Stipend/Supplemental Allowance	Variable FTI	7	Variable FTE	\$	52,468.00	Va	riable FTE	\$	55,091.40
		_				_			
Total Salaries and Wages	10.05			\$	670,656.60			\$	704,189.43

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2019 - 2022 (May 1, 2020 - June 30, 2022)

Program Name: <u>Program 6: Wraparound</u>
Unduplicated Number of Clients Served: _____

AVATAR Program(s): <u>TBD</u> Address: <u>124 River Road, Salinas, CA 93908</u>

İ			Budget	Г	Budget	Г	Budget
			FY 2019-20	L	FY 2020-21	L	FY 2021-22
	A. PROGRAM REVENUES	Ь.		上	,	_	
Mo	nterey County Funds (Monterey County's Use):	_	- V - (m) = V - (m)	L		L	
	Provisional Rates			_			
	Estimated Federal Fund Participation & EPSDT	\$	166,666.67	\$	1,000,000.00	\$	1,000,000.00
		_		<u> </u>	··	<u> </u>	
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	al Requested Monterey County Funds	\$	166,666.67	\$	1,000,000.00	\$	1,000,000.0
	er Program Revenues						
Cos		\$	166,666.67		1,000,000.00	\$	1,000,000.00
B. A	ALLOWABLE COSTS - Allowable expenditures to	or the	care and ser	vice	s of placed Mo	nte	rey County
	nts allocated in accordance with requirements con orted within the cost categories list. CONTRACTO						
	rect costs directly from its financial statements.	JK 13	expected to t	je ai	ne to identify	aire	et and
I. D	Direct Cost Centers - a direct cost, as defined in ON	4B A	-87, is a cost t	hat	can be identif	ied s	pecifically
with	a particular final cost objective.						-
	A. Mode Costs (Direct Services)	E	Budget Y 2019-20	Ι,	Budget FY 2020-21		Budget FY 2021-22
	Salaries and wages (please fill out Supplemental	-	1 2017-20	H	1 2020-21	H	F 1 2021-22
···· 1	Schedule of Salaries and Wages)	.\$	87,905.42	\$	527,432.50	\$	552,663.50
	Payroll taxes	\$	6,592.91	\$	39,557.44	\$	41,449.76
3	Employee benefits	\$	16,262.50	S	97,575.01	\$	102,242.75
4	Workers Compensation					Ť	,
	Severance Pay (if required by law, employer-						
5	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)	\$	4,485.00	\$	26,910.00	\$	26,910.00
9	Employee Travel and Conference	\$	1,192.50	\$	7,155.00	\$	7,155.00
10	Communication Costs	\$	1,192.50	\$	7,155.00	\$	7,155.00
	Utilities	\$	912.45	\$	5,474.70	\$	5,474.70
11	Othlities	-					
_	Cleaning and Janitorial						
12		\$	1,000.00	\$	6,000.00	\$	6,000.00
12	Cleaning and Janitorial		1,000.00 120.00		6,000.00 720.00	\$	
12 13 14	Cleaning and Janitorial Maintenance and Repairs - Buildings	\$		\$			
12 13 14 15	Cleaning and Janitorial Maintenance and Repairs - Buildings Maintenance and Repairs - Equipment	\$		\$			6,000.00 720.00 500.00
12 13 14 15 16	Cleaning and Janitorial Maintenance and Repairs - Buildings Maintenance and Repairs - Equipment Printing and Publications	\$	120.00	\$	720.00	\$	720.00 500.00
12 13 14 15 16 17	Cleaning and Janitorial Maintenance and Repairs - Buildings Maintenance and Repairs - Equipment Printing and Publications Memberships, Subscriptions and Dues	\$ \$	120.00 83.33	\$	720.00 500.00	\$	720.00
12 13 14 15 16 17 18	Cleaning and Janitorial Maintenance and Repairs - Buildings Maintenance and Repairs - Equipment Printing and Publications Memberships, Subscriptions and Dues Office Supplies	\$ \$	120.00 83.33	\$	720.00 500.00	\$	720.00 500.00
12 13 14 15 16 17 18 19	Cleaning and Janitorial Maintenance and Repairs - Buildings Maintenance and Repairs - Equipment Printing and Publications Memberships, Subscriptions and Dues Office Supplies Postage and Mailing	\$ \$	120.00 83.33	\$	720.00 500.00	\$	720.00 500.00
12 13 14 15 16 17 18 19 20 21	Cleaning and Janitorial Maintenance and Repairs - Buildings Maintenance and Repairs - Equipment Printing and Publications Memberships, Subscriptions and Dues Office Supplies Postage and Mailing Medical Records Data Processing Rent and Leases - equipment	\$ \$	120.00 83.33	\$	720.00 500.00	\$	720.00 500.00
12 13 14 15 16 17 18 19 20 21	Cleaning and Janitorial Maintenance and Repairs - Buildings Maintenance and Repairs - Equipment Printing and Publications Memberships, Subscriptions and Dues Office Supplies Postage and Mailing Medical Records Data Processing Rent and Leases - equipment Rent and Leases - building and improvements	\$ \$	120.00 83.33	\$	720.00 500.00	\$	720.00 500.00
12 13 14 15 16 17 18 19 20 21	Cleaning and Janitorial Maintenance and Repairs - Buildings Maintenance and Repairs - Equipment Printing and Publications Memberships, Subscriptions and Dues Office Supplies Postage and Mailing Medical Records Data Processing Rent and Leases - equipment	\$ \$	120.00 83.33	\$	720.00 500.00	\$	720.00 500.00

Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 28 Schedule of Depreciation expense.) \$ 640.00 29 Total Mode Costs \$ 135,217.66 B. Administrative Costs - the allocation base must reasonably reflect the County from the program/activity and there must be a direct can allocation based used and the service provided. 30 Salaries and Benefits 31 Supplies Others - please provide details. Expense must be authorized by the County and/or not prohibited 32 under Federal, State or local law or regulations. Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 33 Schedule of Depreciation expense.) 34 Total Administrative Costs \$ 35 TOTAL DIRECT COSTS \$ 135,217.66 than one final cost objective, that are not readily assignable to the cost Budget INDIRECT COSTS \$ FY 2019-20 36 Equipment (purchase price of less than \$5000) \$ 37 Rent and Leases - equipment \$ 38 Rent and Leases - building and improvements \$ 188.51 39 Taxes and assessments \$ 40 Insurance and Indemnity \$ 757.17 41 Maintenance - equipment \$ 42 Maintenance - equipment \$ 43 Insurance and Indemnity \$ 757.17 42 Maintenance - building and improvements \$ 189.40 43 Utilities \$ 189.40 44 Household Expenses \$ 40 Interest in Bonds \$ 40 Interest in Bonds \$ 40 Interest in Coher Long-term debts \$ 378.81 45 Interest in Other Long-term debts \$ 378.81 46 Interest in Other Long-term debts \$ 378.81 47 Other interest and finance charges \$ 2,082.54 48 Contracts Administration \$ 2,271.94 Legal and Accounting (when required for the 40 administration of the County Programs) \$ 40 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single 50 Audit Act (OMB Circular A-133) \$ 50 Audit Act (OMB Circular A-133) \$ 50 Audit Act (OMB Circular A-133) \$ 50 Audit Act (OMB Circular A-133) \$ 50 Audit Act (OMB Circular A-133) \$ 50 Audit Act (OMB Circular A-133) \$ 50 Audit Act (OMB Circular A-133) \$ 50 Audit Act (OM	\$ 20,640.00 \$ 44,047.50	\$ 20,640.00 \$ 44,047.50 \$ 3,840.00
Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost) \$ 3,440.00 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single 26 Audit Act (OMB Circular A-133) Miscellaneous (please provide details): expendable 27 equipment, staff recruitment, tx supplies \$ 7,341.25 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 28 Schedule of Depreciation expense.) \$ 640.00 29 Total Mode Costs \$ 135,217.66 B. Administrative Costs - the allocation base must reasonably reflect the County from the program/activity and there must be a direct cat allocation based used and the service provided. 30 Salaries and Benefits 31 Supplies Others - please provide details. Expense must be authorized by the County and/or not prohibited 32 under Federal, State or local law or regulations. Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 33 Schedule of Depreciation expense.) 34 Total Administrative Costs \$ - 335 TOTAL DIRECT COSTS \$ 135,217.66 than one final cost objective, that are not readily assignable to the cost NDIRECT COSTS \$ 135,217.66 than one final cost objective, that are not readily assignable to the cost NDIRECT COSTS \$ 135,217.66 than one final cost objective, that are not readily assignable to the cost NDIRECT COSTS \$ 135,217.66 than one final cost objective, that are not readily assignable to the cost NDIRECT COSTS \$ 136,217.66 Taxes and assessments \$ - 36,000 \$ - 37,000		\$ 44,047.50
Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a 25 direct cost) Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133) Miscellaneous (please provide details): expendable 27 equipment, staff recruitment, tx supplies Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 28 Schedule of Depreciation expense.) Total Mode Costs B. Administrative Costs - the allocation base must reasonably reflect the County from the program/activity and there must be a direct cau allocation based used and the service provided. 30 Salaries and Benefits Total Supplies Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations. Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 33 Schedule of Depreciation expense.) Total Administrative Costs Total Administrative Costs S. 135,217.66 than one final cost objective, that are not readily assignable to the cost Budget INDIRECT COSTS FY 2019-20 Sequipment (purchase price of less than \$5000) Percondition and Leases - building and improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual Causes - Provided improvements Manual		\$ 44,047.50
(allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost) Audit Costs and Related Services (Audits required by and conducted in accordance with the Single 26 Audit Act (OMB Circular A-133) Miscellaneous (please provide details): expendable equipment, staff recruitment, tx supplies Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 28 Schedule of Depreciation expense.) Schedule of Depreciation expense.) Total Mode Costs B. Administrative Costs - the allocation base must reasonably reflect the County from the program/activity and there must be a direct cau allocation based used and the service provided. Salaries and Benefits Cothers - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations. Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.) Total Administrative Costs Total Direct COSTS Total Direct COSTS Total Direct Costs Sequipment (purchase price of less than \$5000) Rent and Leases - equipment Maintenance - equipment Maintenance - equipment Maintenance - equipment Maintenance - equipment Maintenance - equipment Maintenance - building and improvements Maintenance - subjective in the missing in the subjective in Bonds Miscellaneous details. Miscellaneous details. Miscellaneous details. Sequipment (purchase price of less than \$5000) Miscellaneous details. Miscellaneou		\$ 44,047.50
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Audit Costs and Related Services (Audits required by and conducted in accordance with the Single 26 Audit Act (OMB Circular A-133) Miscellaneous (please provide details): expendable equipment, staff recruitment, tx supplies \$ 7,341.25 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 28 Schedule of Depreciation expense.) \$ 640.00 29 Total Mode Costs B. Administrative Costs - the allocation base must reasonably reflect the County from the program/activity and there must be a direct can allocation based used and the service provided. 30 Salaries and Benefits 31 Supplies Others - please provide details. Expense must be authorized by the County and/or not prohibited 32 under Federal, State or local law or regulations. Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 33 Schedule of Depreciation expense.) 35 TOTAL DIRECT COSTS \$ 135,217.66 than one final cost objective, that are not readily assignable to the cost INDIRECT COSTS INDIRECT COSTS \$ 135,217.66 than one final Leases - equipment \$ - 38 Rent and Leases - equipment \$ - 40 Insurance and Indemnity \$ 757.17 41 Maintenance - equipment \$ - 40 Maintenance - building and improvements \$ 188.51 39 Taxes and assessments \$ - 40 Insurance and Indemnity \$ 757.17 41 Maintenance - building and improvements \$ 189.40 43 Utilities \$ 189.40 44 Household Expenses \$ - 40 45 Interest in Bonds \$ - 40 46 Interest in Other Long-term debts \$ 378.81 47 Other interest and finance charges \$ 2,082.54 48 Contracts Administration \$ 2,271.94 Legal and Accounting (when required for the 49 administration of the County Programs) \$ - 50 Audit Costs and Related Services (Audits required by and conducted in accordance with the Single 50 Audit Act (OMB Circular A-133) \$ - 50		\$ 44,047.50
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28 Schedule of Depreciation expense.) \$ 640.00 29 Total Mode Costs \$ 135,217.66 B. Administrative Costs - the allocation base must reasonably reflect the County from the program/activity and there must be a direct cau allocation based used and the service provided. 30 Salaries and Benefits 31 Supplies Others - please provide details. Expense must be authorized by the County and/or not prohibited 32 under Federal, State or local law or regulations. Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide 33 Schedule of Depreciation expense.) 34 Total Administrative Costs \$ -35 TOTAL DIRECT COSTS \$ 135,217.66 than one final cost objective, that are not readily assignable to the cost Budget FY 2019-20 36 Equipment (purchase price of less than \$5000) \$37 Rent and Leases - equipment \$38 Rent and Leases - building and improvements \$ 188.51 39 Taxes and assessments \$39 Taxes and a		\$ 3.840.00
Total Mode Costs S. 135,217.66	\$ 3,840.00	
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54 Other Professional and Specialized Services \$ 1,703.73 S 55 Transportation and Travel \$ - S	\$ -\ \$ 1,136.42 \$ 1,136.42 \$ -\ \$ -\ \$ -\ \$ 2,272.84 \$ 12,495.24 \$ 13,631.66 \$ -\ \$ -\ \$ -\ \$ 67,013.82	\$ \$ 1,180.95 \$ 1,180.95 \$ \$ \$ 2,361.90 \$ 12,984.87 \$ 14,165.82 \$ \$ \$ \$ \$ \$ 69,639.76

57	Total Indirect Costs	\$	18,930.47	\$	113,582.83	\$ 118,033.58
63	Total Allowable Costs	\$	154,148.13	\$	924,888.78	\$ 961,130.59
	COST REPORT INFORMATION:]	Budget FY 2020-21	Budget FY 2021-22
64	Land				······································	
65	Buildings and Improvements		···			
66	Equipment (purchase price of \$5000 or more)		·			
67	Total	0				 ····

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature Date Finance Director's Signature Date

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

-	`		FY	19/2	20		FY	20/	21	- (17) - (17)	FY	21 /	22
TITLE OF POSITION	FTE (Full Time Employee)	S	Annual alary/Wage	A	NNUAL TOTAL	Sa	Annual lary/Wage		ANNUAL TOTAL	Sa	Annual lary/Wage		ANNUAL TOTAL
Regional Executive Director	0.10	\$	160,000	\$	2,666.67	\$	160,000	\$	16,000.00	\$	168,000	\$	16,800.00
Program Director	0.00	\$	95,000	\$	_	\$	95,000	\$	_	\$	99,750	\$	_
Clinical Supervisor	1.000	\$	85,000	\$	14,166.67	\$	85,000	\$	85,000.00	\$	89,250	\$	89,250.00
Care Coordinator	1.50	\$	65,000	\$	16,250.00	\$	65,000	\$		\$	68,250	\$	102,375.00
Bilingual Care Coordinator	2.00	\$	71,500	\$	23,833.33	\$	71,500	\$	143,000.00	\$	75,075	┼──	150,150.00
Support Counselor	2.00	\$	46,800	\$	15,600.00	\$	46,800	\$		\$	49,140	s	98,280.00
Bilingual Support Counselor	1.00	\$	51,480	\$	8,580.00	\$	51,480	\$	51,480.00	\$	54,054	\$	54,054.00
Family Partner	0.000	\$	46,800	\$	-	\$	46,800	\$		\$	49,140	\$	2 1,02 1,00
Bilingual Family Partner	0.00	\$	51,480	\$	-	\$	51,480	\$	-	\$	54,054	\$	
Permanency Specialist	0.00	\$	46,800	\$	-	\$	46,800	\$	-	\$	49,140	H	
Senior Administrative Assistant	0.10	\$	46,800	\$	780.00	\$	46,800	\$	4,680.00	\$	49,140	\$	4,914.00
Program Assistant	0.00	\$	46,800	\$	-	\$	46,800	\$		\$	49,140	\$	7,217.00
Health Information Specialist	0.20	\$	46,800	\$	1,560.00	\$	46,800	\$	9,360.00	\$	49,140	\$	9,828,00
Facility Manager	0.05	\$	80,000	\$	666,67	s	80,000	\$	4,000.00	\$	84,000	· · ·	4,200.00
Administrator On-Call	0.00			\$,000	\$.,000.00	Ψ.	o-r,000	\$	7,200.00
Supplemental Overtime Allowance (Crisis Response)	Variable FTE	V٤	riable FTE	\$	3,802.08	Vai	riable FTE	\$	22,812.50	_		¢	22,812.50
Total Salaries and Wages	7.95			\$	87,905.42			\$	527,432.50			\$	552,663.50

COUNTY OF MONTEREY MENTAL HEALTH SERVICES AGREEMENT

Contract Number:	A	14355	
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COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health 1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER** (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: Short-Doyle/Medi-Cal community based mental health 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

Seneca Family of Agencies dba Kinship Center Mental Health Services Agreement July 1, 2019 – June 30, 2022 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. <u>Term</u>. This Agreement shall be effective **July 1, 2019** and shall remain in effect until **June 30, 2022**.
- B. <u>Termination without Cause</u>. 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. <u>Termination with Cause</u>. 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. <u>Survival of Obligations after Termination</u>. 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. <u>Licensure and Certification</u>. 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. <u>Staff Training and Supervision</u>. 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. <u>Elder Abuse Reporting</u>. 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 "CONTRACTOR'S misconduct of the COUNTY. performance" CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XII. INSURANCE

A. <u>Evidence of Coverage</u>. 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. <u>Qualifying Insurers</u>. 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. <u>Insurance Coverage Requirements</u>. 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. <u>Business automobile liability insurance</u>, 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. <u>Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.</u> 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. <u>Cost Report Training</u>. 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. <u>Reports</u>. 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. <u>Discrimination defined</u>. 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. <u>Compliance with Applicable Law</u>. 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. <u>Notice to Labor Unions</u>. 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. <u>Binding on Subcontractors</u>. 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;

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- 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. <u>Amendment</u>. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. <u>Assignment and Subcontracting</u>. 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. <u>Authority</u>. 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. <u>Compliance with Applicable Law</u>. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. <u>Conflict of Interest</u>. 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. <u>Construction of Agreement</u>. 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. <u>Contractor</u>. 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. <u>Counterparts</u>. 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. <u>Disputes</u>. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- J. <u>Governing Law</u>. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. <u>Headings</u>. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. <u>Integration</u>. 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. <u>Non-exclusive Agreement</u>. 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. <u>Successors and Assigns</u>. 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. <u>Time is of the essence</u>. Time is of the essence in each and all of the provisions of this Agreement.
- Q. <u>Waiver</u>. 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

Amie S. Miller, Psy.D, MFT Behavioral Health Director 1270 Natividad Road Salinas, CA 93906 (831) 755-4509

CONTRACTOR

Leticia Galyean, LCSW Executive Officer 6925 Chabot Road Oakland, CA 94618 (510) 760-6858 IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
Ву:	SENECA FAMILY OF AGENCIES
Contracts/Purchasing Officer	DBA KINSHP CENTER
	Contractor's Business Name*
Date:	By:
(1)0(10-10-1	(Signature of Chair, President, or
By: WWWW	Vice-president) *
Department-Flead (if applicable)	200 Page 1 Page 1 - + KI
Date: 6/24/19	Ker Berack, President/a Name and Title
Bate. Notes	Date: 4/30/19
Ву:	113510
Board of Supervisors (if applicable)	
Date:	
N ON SOME	g g
Approved as to Form 1	
By: Jary agela	By: Mitan Mach
County Counsel	(Signature of Secretary, Asst. Secretary,
	CFO, Treasurer or Asst. Treasurer) *
Date: 523/19	
\wedge	Leticia Galyean, Executive Director
Approved as to Fiscal Provisions ()	Name and Title
Pm \)	Date:
By: Auditor/Controller	7/8/10
51102110	
Date:	
Approved as to Liability Provisions ³	
T.F. Salariny T. Co. Solari	
Ву:	
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.

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

²Approval by Auditor-Controller is required

Seneca Family of Agencies dba Kinship Center Mental Health Services Agreement July 1, 2019 - June 30, 2022

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A: PROGRAM DESCRIPTION

PROGRAM 1: D'ARRIGO OUTPATIENT

I. **IDENTIFICATION OF PROVIDER**

Seneca Family of Agencies 6925 Chabot Road

Oakland, CA 94618

510-654-4004

Seneca Family of Agencies dba Kinship Center

124 River Road Salinas, CA 93908 831-455-4710

II. PROGRAM NARRATIVE

The D'Arrigo Outpatient program provides outpatient Mental Health Services, Medication Support and Case Management to eligible children, youth and their families who require outpatient services; and Crisis services for infrequent situations where child/youth is in a foster care home and requires Crisis services for stabilization in the home. Services will promote the mental health of children whose social and emotional well-being has been negatively impacted by loss and trauma associated with poor family functioning, abuse, neglect, domestic violence, parental incarceration and parental substance abuse. The program specializes in serving foster care, adoption care, and adoption preservation and will use their expertise in permanency, development, attachment and trauma to support the well-being of the entire family.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

Ш. PROGRAM GOALS

- A. Improve the child's overall functioning within his/her family, school, peer group and community; and reduce the incidence and risk of mental health disabilities.
- B. Improve family member's mental health and well-being to improve the child's mental health functioning through the provision of collateral, group, individual and/or family therapy.
- C. Reduce the possibility of future residential care, periodic inpatient hospitalization, placement at out of state facilities, or placement in a juvenile justice facility.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of 150 children, youth and families using the "FSP" model.
 - 1. Utilize a holistic approach that is child centered and family focused.
 - 2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
 - 3. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
 - 4. 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.
 - 5. Services will be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
 - 6. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
 - 7. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department.
 - 8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
 - 1. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
 - 2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
 - 1. Racial Equity Goal Reach target level of Latino engagement of 75% or above.
 - 2. Geographic Equity Goal Reach target level of South County engagement of 20% or above.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (EHR)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Reduce the level of functional impairment of child or youth.
 - a. Data Source: Avatar EHR and administrating pre and post-tests
- D. Reduce the volume and level of parental stress.
 - Data Source: Administrating pre and post-tests

VI. TREATMENT SERVICES

A. Mode of Service: Outpatient

Outpatient Mental Health Services, Medication Support, Crisis Intervention, and Case Management services delivered in clinic, home and community settings, as indicated. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

A Units of Service is per minute. Services shall be coded under Avatar program Name/Code: TBD

B. Delivery Sites

- 1) 124 River Road Salinas, CA 93908
- 2) 1180 Broadway St. King City, CA 93930

C. Hours of Operation

The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child/youth and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and a designated funding source. Admission for evaluation and subsequent treatment, if

qualified by DSM IV (DSM-V starting in October 2015) diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support, beyond two visits per month, requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to twelve (12) months; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental

Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
- C. Report on each Outcome Objective in Section V.

XII. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XIII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

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PROGRAM 2: EARLY CHILDHOOD TREATMENT

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies

Seneca Family of Agencies dba Kinship Center

6925 Chabot Road Oakland, CA 94618 124 River Road Salinas, CA 93908

510-654-4004

831-455-4710

II. PROGRAM NARRATIVE

The Early Childhood Treatment program provides outpatient Mental Health Services, Medication Support, and Case Management, as needed, to infants and children from birth to 5 years of age, and their families (including older siblings that present with mental health needs that are not being provided for through other County Programs). Mental Health Services include individual, family or group therapies and interventions that are designed to provide reduction of mental disability, and improvement and maintenance of functioning consistent with the goals of learning, development, future independent living and enhanced self-sufficiency. Program services are for children that have not experienced pre-natal substance exposure or other in-utero genetic challenges. The focus of the program will be to serve infants and young children who are exhibiting early signs of attachment disruption, poor attunement with their caregivers, and exhibiting trauma symptoms and related behavioral dysregulation. Such services will improve the early attachment relationship, resolve trauma experiences for children as well as the impact of trauma on a child and his/her family, and reduce mental health symptoms.

Children and youth who are at acute risk for disruption in home or school placement, or loss of community access to extra-curricular activities, will receive a team based, "full service partnership" (FSP) approach that will include a Child & Family Therapist and Family Support Counselor, and with priority access, as needed, to psychiatric, psychological assessment and occupational therapy services. Adoption preservation is encouraged by integrating a parental course and additional mental health services in accordance with the FSP model.

III. PROGRAM GOALS

- A. Improve the child's overall functioning, support the child's parent/caregiver, improve the family's well-being, and address specific attachment relationship and mental health issues that impact the life of the child and his or her family.
- B. Reduce parental and/or familial stress with the parent skills development in evidence informed reflective parenting.
- C. Support and empower the child's parent(s)/caregiver(s) by providing knowledge, skills, and strategies to provide effective parental support, including knowledge, skills, and strategies related to the experience of loss and trauma, to in turn improve the child's mental health functioning.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide outpatient Mental Health Services to a minimum of thirty (30) children, youth and families using the "FSP" model.
 - 1. Utilize a holistic approach that is child centered and family focused.
 - 2. Services will be provided at a location and time that is convenient for the individual/family to the extent possible, and consistent with organizational capacity.
 - 3. Services will be provided in the beneficiary's preferred language. Friends or family members will not be expected to translate.
 - 4. 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.
 - 5. Services shall be provided in clinically appropriate treatment modalities as authorized and directed by COUNTY and provided in a timely and consistent manner.
 - 6. Address issues specific to adoption, foster care, relative families, and permanence for both the child/youth, and the family to improve the client's mental health functioning.
 - 7. Coordinate services with other County Agencies including Department of Social Services and Juvenile Probation Department
 - 8. Services shall be consistent with the initial and updated treatment plans. Beneficiaries' progress in treatment will be re-evaluated and additional services may be authorized based upon documented medical necessity and the Utilization Review process.
- B. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.
- C. CONTRACTOR shall increase parent/caregiver awareness and skills to support children's mental health development as measured by the utilization of the CANS and The Parent Stress Index (or comparable standardized parenting assessment outcome tool to be decided in coordination with the COUNTY).
 - 1. Provide collateral parenting sessions to help caregivers understand the unique needs of children who have been exposed to trauma and multiple transitions and to develop successful interventions to support these children.
 - 2. Parents will be referred and encouraged to participate in parent education programs aimed at enhancing the impact of mental health intervention.
- D. CONTRACTOR shall support Monterey County Behavioral Health (MCBH) with increasing racial and regional health equity in Monterey County. The achievement in health equity occurs when the demographics of clients served by MCBH, along with the value of services provided, match the demographics of the Medi-Cal beneficiary population.
 - 1. Racial Equity Goal Reach target level of Latino engagement of 75% or above.
 - 2. Geographic Equity Goal Reach target level of South County engagement of 20% or above.

V. OUTCOMES OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (HER)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Improve the child's functioning within his/her family, pre-school, peer group and community.
 - Data Source: Pre and post-tests and CANS domains scores for children age 0-5.
- D. Reduce the volume and level of parental stress
 - Data Source: Pre and post-tests and CANS domains scores for family needs and strengths.

VI. TREATMENT SERVICES

A. Mode of Service: Outpatient

Outpatient Mental Health Services, Medication Support and Case Management services delivered in clinic, home and community settings, as indicated. CONTRACTOR shall make a full accounting of all units of service and cost in accordance with Section XIV, Preparation of Annual Report(s) and CONTRACTOR'S Year-End Cost Report Settlement.

A Units of Service is per minute. Services shall be coded under Avatar program Name/Code: Kinship Center Seneca First Five Trauma/27CW3.

B. Delivery Sites

- 1) 124 River Road Salinas, CA 93908
- 2) 1180 Broadway St. King City, CA 93930

C. Hours of Operation

The clinic will operate five (5) days per week, Monday – Friday with evening hours on Monday & Wednesdays, and as needed based on client need. Services will be made available, whenever possible, at the convenience of the child and his/her family. Services will be provided at the Delivery Site(s), but may also be available at additional community sites, including the child's school or daycare, and the family home.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to these programs will be initiated by MCBH Children's Program, Monterey County Department of Social Services, parent request, and referral from other medical, educational or social services organizations.

Parents of children who are adopted, legal guardians and other adults that have the right to sign for treatment may self-refer using a Monterey County full scope Medi-Cal card for which the child is eligible to receive as an Adoption Assistance Program recipient. Screening criteria will be based on the degree of emotional or behavioral disturbance and

a designated funding source. Admission for evaluation and subsequent treatment, if qualified by DSM IV (DSM-V starting in October 2015) diagnosis and medical necessity or the EPSDT rule, will be the sole authority of the CONTRACTOR.

Medication Support, beyond two visits per month, requires prior authorization. These authorizations will be provided by the MCBH Program Manager or his/her designee in a format acceptable to the COUNTY. Additionally, the CONTRACTOR will comply with all Utilization Review requirements. The contracted duration of the treatment is limited to twelve (12) months; any extension requires consultation with the MCBH Health Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

Populations served are children or youth who meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria:

- 1. The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- 2. Diagnosis o children birth to five will be made using DC: 0-5 and the crosswalk to the DSM and/or ICD.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR shall collect and report the data on each client enrolled in FSP Services for programs designated as an FSP and funded with Mental Health Services Act (MHSA) Community Services & Supports.
- C. Report on each Outcome Objective in Section V.

XII. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XIII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

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PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618

124 River Road Salinas, CA 93908

Seneca Family of Agencies dba Kinship Center

510-654-4004

831-455-4710

II. PROGRAM NARRATIVE

Hospital Alternative Placement (HAP) is a short-term, intensive, highly coordinated, trauma-informed, and individualized intervention home-based alternative to residential group homes, inpatient, or institutional care. The program provides Medi-Cal Specialty Mental Health Services (SMHS) and Therapeutic Foster Care services under the ESPDT benefit by a Professional Parent and clinical team. Hospital Alternative Placement is part of a spectrum of resources, supports, and services needed to maintain foster youth, and juvenile probation involved youth, in family-based home settings while promoting permanency for the youth through family reunification, adoption, or legal guardianship.

The service model is intended for children/youth up to age 21 with complex emotional and behavioral needs who are placed in a home with trained and intensely supervised and supported Professional Parents to receive frequent intensive mental health support to the child/youth in a family environment. Professional Parents serve as mental health service providers of rehabilitation interventions prescribed within the child/youth's mental health treatment plan under the supervision and direction of a Licensed Practitioner of the Healing Arts (LPHA) or Licensed Mental Health Professional (LMHP). Professional Parents are highly trained caregivers who have agreed to accept a high-needs child/youth for up to six months, have agreed to a "no eject, no reject" policy, and are committed to support a child/youth regardless of any behavioral challenges that emerge. In addition to home-based support by Professional Parents, the child/youth also receive intensive, individualized mental health interventions provided by a clinical team. The clinical team works collaboratively to support the youth and family in creating safety and treatment plans to address mental health needs, ensure stabilization, and support permanency. The clinical team provides mental health services, family finding and engagement, mobile response and crisis intervention; and coordinated services in the home or other community settings.

III. PROGRAM GOALS

- A. Improve the child/youth's functioning and wellbeing to achieve permanency or move to less restrictive/intensive treatment settings.
- B. Reduce the possibility of future residential care, Short-Term Residential Therapeutic level facilities, period inpatient hospitalization, or placement at an out of state facility.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR will collaborate and coordinate with the SMHS care coordinator and Child and Family Team (CFT); and integrate Professional Parents, appropriate clinical staff and County to ensure mental health service care coordination and implementation of the treatment plan for HAP services.
- B. CONTRACTOR will actively participate in the CFT to understand the child/youth's need and identify supports for the child and family including placement with a Professional Parent who can best meet the child/youth's needs.
- C. CONTRACTOR will provide SMHS, including Intensive Care Coordination, Intensive Home Base Services, Case Management, Mental Health Services, Therapeutic Behavioral Services, Medication Support, and Crisis Intervention services that may need to be available 24-hours a day, 7 days a week.
- D. CONTRACTOR will monitor the child/youth's progress in meeting plan goals related to the provision of EPSDT services provided under a HAP service model.
- E. CONTRACTOR will recruit foster care Professional Parents to provide Therapeutic Foster Care (TFC) to children/youth in the HAP Program. Professional Parents must meet and comply with all basic foster care or resource parent requirements as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 or Welfare and Institutions (W&I) Code 16519.5; and meet Resource Family approval standards.
- F. CONTRACTOR will provide competency-based training to Professional Parents both initially and ongoing and incorporate evidence informed practices in the training.
- G. CONTRACTOR's licensed staff, LPHA or a LMHP, will provide ongoing direct supervision and intensive support to the Professional Parents to ensure services align with the client plan, and review and co-sign each daily progress note by the Professional Parent to ensure progress note meets medical necessity and State Medi-Cal documentation standards.
- H. Under the supervision of CONTRACTOR licensed staff, Professional Parents will:
 - 1. Provide direct trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan including providing skills-based interventions (including coaching and modeling), functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implement the risk management/safety components of the child/youth's plan;
 - 3. Participate as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assist or link the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observe, monitor, and alert the Hospital Alternative Program Agency and members of the CFT about changes in the child/youth's needs;
 - 6. Provide one or more of the following service components under the TFC service model: Plan development, Rehabilitation, and Collateral;
 - 7. Write a daily progress note for services provided that meet medical necessity and are in accordance with state Medi-Cal documentation standards.

I. CONTRACTOR shall complete the Child and Adolescent Needs and Strengths (CANS) for children/youth ages 6 through 20, and the Pediatric Symptom Checklist (PSC-35) for children/youth ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar Electronic Health Record (EHR)
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS
- C. Reduce the level of functional impairment of a child or youth.
 - Data Source: CANS
- D. Reduce psychiatric hospitalization rates for children as well as a reduction in and visits to emergency room or other acute facilities, and STRTP level facilities.
 - Data Source: CONTRACTOR's EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services A Units of Service is per minute
- 2. Therapeutic Foster Care A Units of Service is per day

Services shall be coded under Avatar program Name/Code: KS Hospital Alternative Placement/27CW4

B. Delivery Sites

CONTRACTOR shall provide services in a variety of settings, including home, school, and community as needed.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or

who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental Health Services including Therapeutic Behavioral Services require prior authorization in coordination with the CFT. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Average recommended range for service dosage for HAP outpatient services will be up to three (3) hours of billable services per day. The recommended caseload for this program is one (1) to two (2) cases. Average length of stay will be six (6) months as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated COUNTY staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

- 1. Diagnostic Spectrum and Functional Impairment of population served:
 - A. Hospital Alternative Placement program will provide services to clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain clients in community settings, to help clients achieve agreed upon desired outcomes, and to achieve a sense of their own power and ability to positively influence their own lives.
 - B. The diagnostic spectrum includes schizophrenia and other psychotic disorders, major affective disorders, post-traumatic stress disorder, disorders of behavior and bodily function, anxiety and adjustment disorders, and dual diagnosis (mental health, developmental disability or drug and alcohol related diagnosis).
- 2. Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):
 - A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
 - B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
 - C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is

probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),

3. The condition would not be responsive to physical healthcare-based treatment.

IX. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

X. POPULATION AND FINANCIAL ELIGIBLITY

This current agreement is for two (2) eligible Monterey County residents who have full scope Medi-Cal and are authorized for services by the MCBH Case Manager. New eligible Monterey County residents referred to the program will require an amendment to this agreement. The population served include but are not limited pregnant or parenting; younger youth (client's ages 6-12 with severe mental health Issues and behaviors); Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) Youth; cognitively low functioning with mental health and behavioral issues; and special medical and health care needs.

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XI. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XII. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XIII. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the MCBH Designated Contract Monitor:
 - 1. Total number of children/youth receiving service and length of stay;
 - 2. Number of CFT meetings are attended on a quarterly basis;
 - 3. Number of children/youth who have returned to higher levels of care; and
 - 4. Year-end narrative report identifying areas of success and challenges in the prior year.
 - 5. Report on each Outcome Objective in Section V.

XIV. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XV. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

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PROGRAM 4: COMPASS

I. IDENTIFICATION OF PROVIDER

Seneca Family of Agencies 6925 Chabot Road Oakland, CA 94618 510-654-4004

II. PROGRAM NARRATIVE

The Comprehensive Assessment and Stabilization Services (COMPASS) program is a licensed Short Term Residential Therapeutic Program (STRTP) that serves children/youth with acute mental health needs whose crisis behaviors have resulted in a need for temporary out-of-home care. The COMPASS program site is comprised of multiple single-family homes in close proximity to one another to create and allow for a sense of community while maximizing shared resources. The home-like, family-based residential setting utilizes Professional Parents and a multi-tiered approach to stabilization that includes an intensive array of services on a short-term basis to support effective crisis stabilization and linkage to a rich array of community-based supports.

The COMPASS program provides Emergency Placement with Crisis Stabilization services for children/youth with acute mental health needs requiring 24/7 in-person support. The program Professional Parent provides 24-hour support to stabilize, prevent or divert youth in crisis from hospitalization. Children/youth who step down from the Emergency Placement with Crisis Stabilization tier, or who enter the COMPASS program at a lower level of intensity receive Intensive Services Foster Care level of service and Therapeutic Foster Case (TFC) services. This includes youth in need of extensive caregiver support, who are more easily triggered, or are less likely to be successful with other youth in the home. The COMPASS program is designed to allow the same Professional Parent the flexibly to provide either tier of service to adapt to the needs of each youth without the need for physical change in placement or relational disruption.

III. PROGRAM GOALS

- A. Provide trauma-informed therapeutic interventions and integrated programming designed to treat and ameliorate the behavioral health symptoms and improve functioning.
- B. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
- C. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
- D. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.
- E. Enhance the psychosocial health and development of the child within the context of the client's families, peer group, and community.

IV. PROGRAM OBJECTIVES

- A. CONTRACTOR shall provide specialty mental health services to eligible Monterey County youth residing in the program.
 - 1. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
 - 2. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
 - 3. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
 - 4. Specialty Mental Health Services include Intensive Care Coordination, Intensive Home Base Services, Case Management, Mental Health Services, Therapeutic Behavioral Services, Medication Support, and Crisis Intervention services.
 - 5. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal.
 - 6. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.
- B. CONTRACTOR will receive referrals only through the COUNTY Inter-Agency Placement Committee (IPC) or an Individual Education Plan (IEP). All referrals for services will be assessed for eligibility according to the following criteria:
 - 1. Evidence of symptoms of mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830,205.
 - 2. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.
- C. CONTRACTOR shall maintain staffing requirement:
 - 1. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22 and Medi-Cal regulations.
 - 2. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
 - 3. Staff shall be appropriately trained and meet the qualifications of the Licensed Practitioner of the Healing Arts (LPHA) as well as meet discipline specific licensure requirements. The CONTRACTOR's facilities shall be up to date with all relevant State and local building and safety requirements.
 - 4. Provide ongoing clinical supervision to practitioners involved in direct service to clients.

- 5. Services shall be culturally and linguistically appropriate for the target population. At a minimum, services shall be made available in the two (2) threshold languages (English and Spanish).
- D. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.
- E. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
 - 1. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: http://qi.mtyhd.org/wp-content/uploads/2018/10/CANS ANSA PSC35.pdf
 - 2. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
 - 3. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
 - 4. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
 - 5. CONTRACTOR will establish an online account with Praed Foundation to access online CANS trainings and certification, by first quarter of the AGREEMENT.
- F. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
 - 1. A CFT is a highly facilitated process and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
 - 2. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
 - 3. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
 - 4. The CONTRACTOR will make CANS data available for the CFT in conformity with all applicable laws.

- G. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level placement.
 - 1. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
 - 2. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
 - 3. Provide notification to COUNTY of any hospitalization.
- H. CONTRACTOR will recruit Professional Parents to provide Therapeutic Foster Care (TFC) to children/youth in placement. Professional Parents meet and will comply with all basic foster care or resource parent requirements as set forth in California Code of Regulations (CCR) Title 22, Division 6, Chapter 9.5 or Welfare and Institutions (W&I) Code 16519.5; and meet Resource Family approval standards.
- I. CONTRACTOR will provide competency-based training to Professional Parents both initially and ongoing and incorporate evidence informed practices in the training.
- J. CONTRACTOR's licensed staff, LPHA or a LMHP, will provide weekly and ongoing direct supervision and intensive support to the Professional Parents to ensure services align with the client plan, and review and co-sign each daily progress note by the Professional Parent to ensure progress note meets medical necessity and State Medi-Cal documentation standards.
- K. Under the supervision of CONTRACTOR licensed staff, Professional Parents will:
 - 1. Provide direct trauma-informed, rehabilitative treatment of the child/youth as set forth in the client plan including providing skills-based interventions (coaching and modeling), functional skills to improve self-care, and improving self-management in areas of anger management or self-esteem or peer relations;
 - 2. Implement the risk management/safety components of the child/youth's plan;
 - 3. Participate as a member in the CFT in care planning, monitoring, and review processes;
 - 4. Assist or link the child/youth in accessing needed medical, vocational, or other services needed to meet plan goals;
 - 5. Observe, monitor, and alert the CONTRACTOR and members of the CFT about changes in the child/youth's needs;
 - 6. Provide one or more of the following service components under the TFC service model: Plan development, Rehabilitation, and Collateral;
 - 7. Write a daily progress note for services provided that meet medical necessity and are in accordance with state Medi-Cal documentation standards.

V. OUTCOME OBJECTIVES

- A. 90% of clients will discharge with their treatment goals met or partially met.
 - Data Source: Avatar EHR
- B. Clients will demonstrate improved use of strength and positive coping skills.
 - Data Source: CANS, etc.
- C. Reduce the level of functional impairment of a child or youth.

- a. Data Source: CANS
- D. Reduce psychiatric hospitalization, visits to emergency room or other acute facilities, and number of placements in STRTP level facilities
 - CONTRACTOR's EHR to report the number of clients in placement who have been hospitalized.

VI. TREATMENT SERVICES

A. Mode of Service:

- 1. Outpatient Services A Units of Service is per minute.
- Therapeutic Foster Care A Units of Service is per day
 Services shall be coded under Avatar program Name/Code: TBD
- B. Service Delivery Sites: Each home accommodates only one youth at a time.

C. Hours of Operation

Services will be timely and are individualized based on the client's needs. All outpatient services will be offered seven (7) days per week, except for holidays. Professional parents will be available twenty-four (24) hours a day, seven (7) days a week to address the regular and emergency needs of the client. Changes to this plan shall be submitted to the Contract Monitor for approval prior to implementation. Arrangements for emergency services must be available for all clients served in the program.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Monterey County Behavioral Health Bureau (MCBH) Case Management staff after an initial screening. Admission to the program will involve children/youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. Mental Health Services require prior authorization in coordination with the Child and Family Team (CFT). The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

Average recommended range for service dosage for outpatient services in the COMPASS program will be up to three (3) hours of billable services per day. Average length of stay will be 15-45 days as determined by medical necessity.

CONTRACTOR may submit a request for re-authorization for additional treatment services to the designated County staff for review and authorization. Only those additional treatment services deemed allowable will be authorized.

XIV. CLIENT DESCRIPTION/CHARACTERISTICS

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

Seneca Family of Agencies dba Kinship Center Mental Health Services Agreement July 1, 2019 – June 30, 2022

- A. Diagnostic Criteria: The focus of the service should be directed to functional impairments related to an Included Diagnosis.
- B. Impairment Criteria: The client must have at least one of the following as a result of the mental disorder(s) identified in the Diagnostic Criteria (A):
 - 1. A significant impairment in an important area of life functioning, or
 - 2. A probability of significant deterioration in an important area of life functioning, or
 - 3. Children also qualify if there is a probability the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.
- C. Intervention Related Criteria: Must have all 3:
 - 1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
 - 2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probable the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT, the identified condition can be corrected or ameliorated),
 - 3. The condition would not be responsive to physical healthcare-based treatment.

XV. CASE COORDINATION

COUNTY shall provide case coordination, as necessary, through MCBH Quality Assurance.

XVI. POPULATION AND FINANCIAL ELIGIBLITY

Monterey County children/youth who are full scope Medi-Cal eligible, and have been screened through the County Interagency Placement Committee, or any youth placed through the IEP process. The current Agreement is for two (2) eligible residents of Monterey County. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

All eligible Monterey County residents, children and youth who have full-scope Medi-Cal and who have been authorized and referred by the MCBH Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: http://www.dmh.ca.gov/medccc/library.asp

The CONTRACTOR must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/Eligibitity/Login.asp Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non Medi-Cal eligible children will not be reimbursed to CONTRACTOR unless the Director of Behavioral Health has approved for these services in writing.

XVII. LEGAL STATUS

Voluntary or Juvenile dependents and wards (W&I Code, Sections 300 et set. and Sections 601 & 602 et seq.)

XVIII. COVERAGE

Mental Health services and Medication Support will be as designated on the service plan.

XIX. REPORTING REQUIREMENTS

- A. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
- B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the MCBH Designated Contract Monitor:
 - 1. Total number of children/youth receiving service and length of stay;
 - 2. Number of CFT meetings are attended on a quarterly basis;
 - 3. Number of children/youth who have returned to higher levels of care; and
 - 4. Year-end narrative report identifying areas of success and challenges in the prior year.
 - 5. Report on each Outcome Objective in Section V.

XVI. MEETING/COMMUNICATIONS

The Contract Monitor shall convene regularly scheduled meeting with CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; discuss contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. The Contract Monitor does not have the authority to authorize changes requiring a contract amendment.

XVII. DESIGNATED CONTRACT MONITOR

Marni R. Sandoval, Psy. D.
Deputy Director, Children's Services
Training Director, Doctoral Psychology Practicum/Internship Program
Monterey County Behavioral Health Bureau
951-B Blanco Circle Salinas, CA 93901
(831) 784-2170

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EXHIBIT B:

PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

PROVISIONAL RATE: NEGOATIED RATE

CONTRACTOR shall be paid at the negotiated rates, which are provisional and subject to all the cost report conditions as set forth in this Exhibit B. Payment Method is Rate multiplied by the Units. Rate schedules and maximum annual liability for each program are as follows below.

Invoices requesting payment shall be prepared for each program separately and accompanied by Exhibit G: Behavioral Health Cost Reimbursement Invoice for the appropriate program.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of \$7,723,920 for FY 2019-20 through FY 2021-22.

PROGRAM SUMMARY

Program	FY 2019-20	FY 2020-21	FY 2021-22	Total Amount
Program 1: D'Arrigo				
Outpatient	\$1,922,185	\$1,922,185	\$1,922,185	\$5,766,555
Program 2: Early				
Childhood Treatment	\$343,461	\$343,461	\$343,461	\$1,030,383
Program 3: Home				
Alternative Placement	\$239,414	\$239,414	\$239,414	\$718,242
Program 4: Compass	\$69,580	\$69,580	\$69,580	\$208,740
Total	\$2,574,640	\$2,574,640	\$2,574,640	\$7,723,920

PROGRAM 1: D'ARRIGO OUTPATIENT

Program 1: D'Arrigo Outpatient Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	89,185	\$2.36	\$210,477			
Assessment and Evaluation	15	30						
Plan Development	15	45]					
Individual Counseling	15	40						
Mental Health Rehab	15	45	-					
Family Therapy	15	50	536,090	\$3.05	\$1,635,075			
Collateral	15	10]		, , ,			
Collateral Group Counseling	15	30]					
Group Therapy	15	50	1					
Group Rehab/Counseling	15	50	1					
Medication Support	15	60	12,492	\$5.64	\$70,455			
Crisis Intervention	15	70	1,440	\$4.29	\$6,178			
TOTAL MAXIMUM LIABILI	TY FY 2019-2	0			\$1,922,185			

Program 1: D'Arrigo Outpatient Fiscal Year 2020-21								
	Mode of	Service	Estimated	Rate per	FY 2020-21			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	89,185	\$2.36	\$210,477			
Assessment and Evaluation	15	30						
Plan Development	15	45]					
Individual Counseling	15	40]					
Mental Health Rehab	15	45						
Family Therapy	15	50	536,090	\$3.05	\$1,635,075			
Collateral	15	10	1		,			
Collateral Group Counseling	15	30	1					
Group Therapy	15	50						
Group Rehab/Counseling	15	50	1					
Medication Support	15	60	12,492	\$5.64	\$70,455			
Crisis Intervention	15	70	1,440	\$4.29	\$6,178			
TOTAL MAXIMUM LIABIL	TY FY 2020-2	21			\$1,922,185			

Program 1: D'Arrigo Outpatient Fiscal Year 2021-22								
	Mode of	Service	Estimated	Rate per	FY 2021-22			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	89,185	\$2.36	\$210,477			
Assessment and Evaluation	15	30						
Plan Development	15	45	1					
Individual Counseling	15	40	1					
Mental Health Rehab	15	45]					
Family Therapy	15	50	536,090	\$3.05	\$1,635,075			
Collateral	15	10		-	, , ,			
Collateral Group Counseling	15	30						
Group Therapy	15	50	1					
Group Rehab/Counseling	15	50						
Medication Support	15	60	12,492	\$5.64	\$70,455			
Crisis Intervention	15	70	1,440	\$4.29	\$6,178			
TOTAL MAXIMUM LIABIL	ITY FY 2021-2	22	' <u>'</u>	·	\$1,922,185			

Seneca Family of Agencies dba Kinship Center Mental Health Services Agreement July 1, 2019 – June 30, 2022

PROGRAM 2: EARLY CHILDHOOD TREATMENT

Program 2: Early Childhood Treatment Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45]					
Individual Counseling	15	40]					
Mental Health Rehab	15	45	1					
Family Therapy	15	50	102,087	\$3.05	\$311,366			
Collateral	15	10]		ŕ			
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	862	\$5.64	\$4,862			
TOTAL MAXIMUM LIABIL	TY FY 2019-2	20			\$343,461			

Program 2: Early Childhood Treatment Fiscal Year 2020-21								
	Mode of	Service	Estimated	Rate per	FY 2020-21			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40	1					
Mental Health Rehab	15	45						
Family Therapy	15	50	102,087	\$3.05	\$311,366			
Collateral	15	10]		ŕ			
Collateral Group Counseling	15	30]					
Group Therapy	15	50]					
Group Rehab/Counseling	15	50	1					
Medication Support	15	60	862	\$5.64	\$4,862			
TOTAL MAXIMUM LIABILI	TY FY 2020-2	1	-		\$343,461			

Program 2: Early Childhood Treatment Fiscal Year 2021-22								
	Mode of	Service Function	Estimated	Rate per	FY 2021-22			
Service Description	Service	Code	Units	Unit	Total Amount			
Case Management	15	01	11,539	\$2.36	\$27,233			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40	}					
Mental Health Rehab	15	45			•			
Family Therapy	15	50	102,087	\$3.05	\$3.05	\$311,366		
Collateral	15	10			ĺ			
Collateral Group Counseling	15	30						
Group Therapy	15	50						
Group Rehab/Counseling	15	50						
Medication Support	15	60	862	\$5.64	\$4,862			
TOTAL MAXIMUM LIABIL	ITY FY 2021-	22			\$343,461			

PROGRAM 3: HOSPITAL ALTERNATIVE PLACEMENT

Program 3: Hospital Alternative Placement Fiscal Year 2019-2020							
,	Mode of	Service	Estimated	Rate per	FY 2019-20		
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	4,320	\$2.36	\$10,196		
Assessment and Evaluation	15	30					
Plan Development	15	45	1 1				
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	50	12 200	#2 AF	\$40,559		
Collateral	15	10	13,298	\$3.05			
Group Rehab/Counseling	15	50					
Therapeutic Behavioral Services	15	58					
Intensive Care Coordination	15	01					
Intensive Homebased Services	15	30					
Medication Support	15	60	3,600	\$5.64	\$20,304		
Crisis Intervention	15	70	2,250	\$4.29	\$9,653		
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702		
TOTAL MAXIMUM LIABILIT	Y FY 2019-2	20			\$239,414		

Program 3: Hospital Alternative Placement Fiscal Year 2020-21							
	Mode of	Service	Estimated	Rate per	FY 2020-21		
Service Description	Service	Function Code	Units	Unit	Total Amount		
Case Management	15	01	4,320	\$2.36	\$10,196		
Assessment and Evaluation	15	30					
Plan Development	15	45					
Individual Counseling	15	40					
Mental Health Rehab	15	45					
Family Therapy	15	30	12 200	02.05	♠40.550		
Collateral	15	10	13,298	\$3.05	\$40,559		
Group Rehab/Counseling	15	50	1				
Therapeutic Behavioral Services	15	58					
Intensive Care Coordination	15	01					
Intensive Homebased Services	15	30	1				
Medication Support	15	60	3,600	\$5.64	\$20,304		
Crisis Intervention	15	70	2,250	\$4.29	\$9,653		
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702		
TOTAL MAXIMUM LIABILIT	Y FY 2020-2	21			\$239,414		

Program 3: Hospital Alternative Placement Fiscal Year 2021-22								
	Mode of	Service	Estimated	Rate per	FY 2021-22			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	4,320	\$2.36	\$10,196			
Assessment and Evaluation	15	30						
Plan Development	15	45						
Individual Counseling	15	40]					
Mental Health Rehab	15	45	12.200		#40.550			
Family Therapy	15	30	13,298	\$3.05	\$40,559			
Collateral	15	10						
Group Rehab/Counseling	15	50	1					
Therapeutic Behavioral Services	15	58	1					

Seneca Family of Agencies dba Kinship Center Mental Health Services Agreement July 1, 2019 – June 30, 2022

Intensive Care Coordination	15	01			
Intensive Homebased Services	15	30			
Medication Support	15	60	3,600	\$5.64	\$20,304
Crisis Intervention	15	70	2,250	\$4.29	\$9,653
Therapeutic Foster Care	05	95-98	730	\$217.40	\$158,702
TOTAL MAXIMUM LIABILIT	Y FY 2021-2	2			\$239,414

PROGRAM 4: COMPASS

Program 4: Compass Fiscal Year 2019-2020								
	Mode of	Service	Estimated	Rate per	FY 2019-20			
Service Description	Service	Function Code	Units	Unit	Total Amount			
Case Management	15	01	2,888	\$2.36	\$6,816			
Assessment and Evaluation	15	30						
Plan Development	15	45		-				
Individual Counseling	15	40						
Mental Health Rehab	15	45						
Family Therapy	15	50	12,600	\$3.05	\$38,430			
Collateral	15	10			•			
Group Rehab/Counseling	15	50						
Intensive Care Coordination	15	01						
Intensive Homebased Services	15	30						
Medication Support	15	60	480	\$5.64	\$2,708			
Crisis Intervention	15	70	480	\$4.29	\$2,060			
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566			
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2019-2	20			\$69,580			

	Mode of	ompass Fiscal Year Service	Estimated	Rate per	FY 2020-21
Service Description	Service	Function Code	Units	Unit	Total Amount
Case Management	15	01	2,888	\$2.36	\$6,816
Assessment and Evaluation	15	30			
Plan Development	15	45	1		
Individual Counseling	15	40			
Mental Health Rehab	15	45]		
Family Therapy	15	50	12,600	\$3.05	\$38,430
Collateral	15	10			
Group Rehab/Counseling	15	50			
Intensive Care Coordination	15	01			
Intensive Homebased Services	15	30			
Medication Support	15	60	480	\$5.64	\$2,708
Crisis Intervention	15	70	480	\$4.29	\$2,060
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566
TOTAL MAXIMUM LIABILIT	ΓΥ FY 2020-2	21			\$69,580

	Program 4: C	ompass Fiscal Year	r 2021-22		
	Mode of	Service	Estimated	Rate per	FY 2021-22
Service Description	Service	_Function Code	Units	Unit	Total Amount
Case Management	15	01	2,888	\$2.36	\$6,816
Assessment and Evaluation	15	30			
Plan Development	15	45	1		
Individual Counseling	15	40			
Mental Health Rehab	15	45	Ì		
Family Therapy	15	50	12,600	\$3.05	\$38,430
Collateral	15	10		·	,
Group Rehab/Counseling	15	50			
Intensive Care Coordination	15	01			i
Intensive Homebased Services	15	30			
Medication Support	15	60	480	\$5.64	\$2,708
Crisis Intervention	15	70	480	\$4.29	\$2,060
Therapeutic Foster Care	05	95-98	90	\$217.40	\$19,566
TOTAL MAXIMUM LIABILIT	Y FY 2021-2	22			\$69,580

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum 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 acceptable by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit a Day Care Activity Report for Day Care Services and a Claim Form summarizing service costs, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.
- I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of \$7,723,920 for services rendered under this Agreement.
- B. Funding Sources and Estimated Amounts per Fiscal Year. The County retains the right to adjust the funding sources as may be required.

Fiscal Year	FFP/Medi-Cal	EPSDT	MHSA	Total Amount
FY 2019-20	\$1,287,320	\$1,060,755	\$226,565	\$2,574,640
FY 2020-21	\$1,287,320	\$1,060,755	\$226,565	\$2,574,640
FY 2021-22	\$1,287,320	\$1,060,755	\$226,565	\$2,574,640
Totals	\$3,861,960	\$3,182,265	\$679,695	\$7,723,920

A. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2019 - June 30, 2020	\$2,574,640
July 1, 2020 - June 30, 2021	\$2,574,640
July 1, 2021 - June 30, 2022	\$2,574,640
TOTAL MAXIMUM LIABILITY	\$7,723,920

- B. 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.
- C. f 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.
- D. As an exception to Section D. above with respect to the <u>Survival of Obligations after Termination</u>, 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. <u>Allowable Costs</u>: 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. <u>Cost Control</u>: 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 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.

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 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. 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."

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.

<u>Duty to Warn</u>. 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.

of Authorized Representative

Seneca Family of Agencies dba Kinship Center Business Name of Contractor

Leticia Galyean, LCSW

Name of Authorized Representative (printed)

Executive Officer

Title of Authorized Representative

Seneca Family of Agencies dba Kinship Center Mental Health Services Agreement July 1, 2019 – June 30, 2022

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.

B. Employs fifteen of (45 C.F.R. 84.7a), has of the HHS regulations.	r more persons, and pulesignated the following p	person(s) to coordinate its effo	f the Regulations rts to comply with		
Contractor's Name	Seneca Family of Age	ncies dba Kinship Center			
Name of Designee	Leticia Galyean, LCS	W			
Title of Designee Executive Officer					
Street: 6925 Chabot Roa	d				
City: Oakland		State: CA	Zip: 94618		
IRS Employer Identification No	umber	94-2971761			
I certify that the above inform	nation is complete and c	orrect to the best of my know	ledge and belief.		
Signature of Contractor		Date/_	30 , 19		

Seneca Family of Agencies dba Kinship Center Mental Health Services Agreement July 1, 2019 – June 30, 2022

CONTRACTOR: (Please check A or B)

Employs fewer than fifteen persons:

A.

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 & Issaes, 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.

<u>Dissemination of these Provisions</u>. 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.

Signature of Authorized Representative

Date

Seneca Family of Agencies dba Kinship Center Contractor (Organization Name)

Leticia Galyean, LCSW

Name of Authorized Representative (printed)

Executive Officer

Title of Authorized Representative

EXHIBIT F: 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 the Health Department ("Covered Entity") and **Seneca Family of Agencies dba Kinship Center** ("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, <u>provided</u> 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 <u>Responsibilities of Business Associate</u>. 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 <u>Section 4.4</u> 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.

Seneca Family of Agencies dba Kinship Center Montal Health Services Agreement July 1, 2019 – June 30, 2022

- 3.2 <u>Additional Responsibilities of Business Associate with Respect to EPHI.</u> 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 <u>Term</u>. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this <u>Article 4</u>. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in <u>Section 5.1</u> herein.
- 4.2 <u>Termination</u>. 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; <u>provided</u>, <u>however</u>, that no Party may terminate this Agreement Seneca Family of Agencies dba Kinship Center

Mental Health Services Agreement

July 1, 2019 – June 30, 2022

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 <u>Automatic Termination</u>. 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 <u>Survival</u>. The respective rights and obligations of Business Associate and Covered Entity under the provisions of <u>Sections 4.4, 5.1, 5.6</u>, and <u>5.7</u>, and <u>Section 2.1</u> (solely with respect to PHI that Business Associate retains in accordance with <u>Section 4.4</u> 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, <u>Section 3.1(i)</u> shall survive termination of this Agreement, <u>provided</u> that Covered Entity determines that the PHI being retained pursuant to <u>Section 4.4</u> 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 <u>Notices</u>. 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:

Seneca Family of Agencies dba Kinship Center 6925 Chabot Road Oakland, CA 94618 Attn: Leticia Galyean, Executive Officer Tel: (510) 760-6858

Fax: (510) 317-1426

If to Covered Entity, to:

Monterey County Health Department/Behavioral Health Bureau 1270 Natividad Road Salinas, CA 93906 Attn: Amie Miller, Psy. D, MFT

Behavioral Health Director

Tel: (831) 755-4509 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 <u>Counterparts</u>; <u>Facsimiles</u>. 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 <u>Choice of Law; Interpretation</u>. This Agreement shall be governed by the laws of the State of California; as <u>provided</u>, <u>however</u>, 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 <u>Indemnification</u>. 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.

SENECA FAMILY OF AGENCIES

DBA KINSHIP CENTER

BAA- Health Department Revised 12/12/2014

COUNTY OF MONTEREY, ON BEHALF

OF THE HEALTH DEPARTMENT

Seneca Family of Agencies dba Kinship Center Mental Health Services Agreement July 1, 2019 – June 30, 2022

Date

Date: ______Telephone: ______

EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

						Invoic	Invoice Number :	İ				
Contractor : Seneca Family of Agencies dba Kinship Center	gencies dba Ki	ıship Ce	ıter				•					
Address Line 1 124 River Road Salinas, CA 93908	nas, CA 93908					Coun	County PO No.:	i				
Address Line 2							, ,					
						Invoice	Invoice Period:					
Tel. No.: 831-455-4710												
Fax No.:												
Contract Term: July 1, 2019 - June 30, 2022	0, 2022					Final	Invoice :	Final Invoice: (Check if Yes)				
										l		
FUNDED PROGRAM:												
AVATAR Program, Mode and Service Function Code:												
Financial Bigibility (Admision Criteria):												
Unduplicated Number of Clients Served: dentity Program:												
Service Description	Mode of Service	SFC	Procedure Code	Procedure (UOS) Delivered Delivered as UOS Delivered to Date to Date	Total UOS Delivered as of Last	UOS Delivered this Period	Negotiated Rate per Unit	Amount of UOS at Negotiated Rate	Dollar Amount Requested this Period	Total Dollar Amount Requested last	Dollar Amount Requested Year- to-Date	
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I certify that the information provided above is, to the best of my knowledge, complete and accurato; the amount requested for reimbursement is in accordance with the contact 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:

Telephone:	Behavioral Health Authorization for Payment	Authorized Signatory
	MCHDBHFinance@comonterey.ca.us Behavioral Health Claims Section	
	Send to:	

Seneca Family of Agencies dba Kinship Center Mental Health Services Agreement July 1, 2019 – June 30, 2022

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2019-20

Program Name:	PROGRAMS 1-4 GRAND TOTAL	AVATAR Program(s):	
Undupficated Num	ber of Clients Serve	- Address:	124 River Road, Salinas, CA 93908
		-	

1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages) 2 Payroll taxes 3 Employee benefits 4 Workers Compensation Severance Pay (If required by law, employer-employee agreement or established written policy or associated with County's loss of funding) 5 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 Meintenance 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 Rent and Leases - building and improvements (please identify the property address and method of cost senting the property address and method of cost senting the property address and method of cost senting the property address and method of cost senting the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property address and method of cost selection in the property add	Is expected to be able If specifically with a partial	\$ \$ \$ \$ \$ in ac to ide	entify direct and in	ject \$ \$ \$	226,565.00 - 2,574,640.00 - 2,574,640.00 - 2,574,640.00 - ments contained in set costs directly live. Budget FY 2019-20 1,468,858.00	\$ 4 \$ \$ 4 \$ \$ 4 \$ \$ 4 \$ \$ 4 \$ \$ 4	49,930.00 -43,412.00 - 93,342.00 - 93,342.00 Change
Provisional Rates Estimated Federal Fund Participation (FFP) & EPSDT MHSA \$ MHSA \$ Standard Requested Monterey County Funds ther Program Revenues STAL PROGRAM REVENUES (equals Allowable Costs) ** ** ** ** ** ** ** ** **	- 188,803.00 - 188,803.00 - 2,145,489.00 - 2,145,489.00 - 2,145,489.00 - 2,145,489.00 - 2,145,489.00 - 2,145,489.00 - 3,26,472.00 - 329,283.00 13,243.00 - 48,154.00 - 3,426.00 - 13,269.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 183,153.00 - 2,081,298.00 - 2,081,298.00 cordance with regentify direct and in cular final cost ob Estimated FY 2018-19 1,196,260.00 311,028.00	\$ \$ \$ \$ \$ uire adirect \$ \$ \$ \$ \$	226,565.00 - 2,574,640.00 - 2,574,640.00 - 2,574,640.00 - ments contained in set costs directly live. Budget FY 2019-20 1,468,858.00 381,904.00	\$ 4 \$ \$ 4 \$ \$ 4 \$ \$ 4 \$ \$ 4 \$ \$ 4	- 43,412.00 - 93,342.00 - 93,342.00
Provisional Rates Estimated Federal Fund Participation (FFP) & EPSDT MHSA \$ Shall Requested Monterey County Funds ther Program Revenues State Program Revenues STAL PROGRAM REVENUES (equals Allowable Costs) **ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey Colla Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR om Its financial statements. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified. A. Mode Costs (Direct Services) 1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages) \$ 2 Payroll taxes 3 Employee benefits 4 Workers Compensation Severance Pay (If required by law, employer-employee agreement or established swritten policy or associated with County's loss of funding) 5 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 - Buildings 15 Office Supplies 16 Postage and Mailing 17 Plexis and Leases - equipment 18 Rent and Leases - building and improvements (please identify the property address and method of cost 18 Taxes and assessments (Please identify the property address and method of cost 18 Taxes and assessments (Please identify the property address and method of cost	- 188,803.00 - 188,803.00 - 2,145,489.00 - 2,145,489.00 - 2,145,489.00 - 2,145,489.00 - 2,145,489.00 - 2,145,489.00 - 3,26,472.00 - 329,283.00 13,243.00 - 48,154.00 - 3,426.00 - 13,269.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	- 183,153.00 - 2,081,298.00 - 2,081,298.00 cordance with regentify direct and in cular final cost ob Estimated FY 2018-19 1,196,260.00 311,028.00	\$ \$ \$ \$ \$ uire adirect \$ \$ \$ \$ \$	226,565.00 - 2,574,640.00 - 2,574,640.00 - 2,574,640.00 - ments contained in set costs directly live. Budget FY 2019-20 1,468,858.00 381,904.00	\$ 4 \$ \$ 4 \$ \$ 4 \$ \$ 4 \$ \$ 4 \$ \$ 4	- 43,412.00 - 93,342.00 - 93,342.00
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5 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 Rent and Leases - building and improvements (please identify the property address and method of cost \$ 22 and method of cost allocation) \$ 23 Taxes and assessments (Please identify the property address and method of cost \$ 25 Travel (costs incurred to carry out the property address and method of cost \$ 26 Travel (costs incurred to carry out the property address and method of cost \$ 28 Travel (costs incurred to carry out the property address and method of cost \$ 29 Travel (costs incurred to carry out the property address and method of cost \$ 20 Travel (costs incurred to carry out the property address and method of cost \$ 29 Travel (costs incurred to carry out the property address and method of cost \$ 20 Travel (costs incurred to carry out the property address and method of cost \$ 20 Travel (costs incurred to carry out the property address and method of cost \$ 20 Travel (costs incurred to carry out the property address and method of cost \$ 20 Travel (costs incurred to carry out the property address and method of cost \$ 20 Travel (costs incurred to carry out the property address and method of cost \$ 21 Travel (costs incurred to carry out the property address and method of cost \$ 22 Travel (costs incurred to carry out the property address and method of cost \$ 25 Travel (costs incurred to carry out the property address and method of cost \$ 25 Travel (costs incurred to carry out the property address and method of cost \$ 25 Travel (costs incurred to carry out the property address and method of cost \$ 25 Trav	13,243,00 48,154.00 3,426.00 13,269.00	\$ \$	12.265.00	ф.		\$	-
7 Flexible Client Spending (please provide supporting documents) 8 Travel (costs incurred to carry out the program) 9 Employee Travel and Conference 9 Employee Trave	13,243,00 48,154.00 3,426.00 13,269.00	\$	12 265 00	\$	-	\$	-
8 Travel (costs incurred to carry out the program) 9 Employee Travel and Conference 9 Communication Costs 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) 3 Taxes and assessments (Please identify the property address and method of cost	48,154.00 3,426.00 13,269.00	\$		\$		\$	-
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 \$ 10 Leases - equipment \$ 11 Rent and Leases - equipment \$ 12 Rent and Leases - building and improvements (please identify the property address and method of cost allocation) \$ 13 Increase of the property address and method of cost allocation \$ 14 Rent and Leases - building and improvements (please identify the property address and method of cost allocation) \$ 15 Increase of the property address and method of cost allocation \$ 16 Increase of the property address and method of cost allocation \$ 17 Increase of the property address and method of cost allocation \$ 18 Increase of the property address and method of cost allocation \$ 18 Increase of the property address and method of cost allocation \$ 18 Increase of the property address and method of cost allocation \$ 19 Increase of the property address and method of cost allocation \$ 19 Increase of the property address and method of cost allocation \$ 19 Increase of the property address and method of cost allocation \$ 19 Increase of the property address and method of cost allocation \$ 10 Increase of the property address and method of cost allocation \$ 10 Increase of the property address and method of cost allocation \$ 10 Increase of the property address and method of cost allocation \$ 11 Increase of the property address and method of cost allocation \$ 11 Increase of the property address and method of cost allocation \$ 12 Increase of the property address and method of cost allocation \$ 12 Increase of the property address and method of cost allocation \$ 12 Increase of the property address and method of cost allocation \$ 12 Increase of the property address and method of cost allocation \$ 12 Increase of the property address and method of cost allocation \$	3,426.00 13,269.00		55,620.00		27,277.00 63,231.00		15,012.00 7,611.00
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 Rent and Leases - building and improvements (please identify the property address and method of cost allocation) Taxes and assessments (Please identify the property address and method of cost \$ 25 Postage and Mailing \$ 26 Postage and Mailing \$ 27 Rent and Leases - equipment \$ 28 Rent and Leases - building and improvements (please identify the property address and method of cost \$ 29 Postage and Mailing \$ 9 Postage and Mailing \$		Ψ	13,084.00		30,220.00		
12 Cleaning and Janitorial 3 Maintenance and Repairs - Buildings 4 Maintenance and Repairs - Equipment 5 Printing and Publications 5 Printing and Publications 5 Printing and Publications 5 Postage and Mailing 6 Postage and Mailing 7 Office Supplies 8 Postage and Mailing 8 Medical Records 8 Data Processing 18 Rent and Leases - equipment 19 Rent and Leases - building and improvements (please identify the property address and method of cost allocation) 10 Taxes and assessments (Please identify the property address and method of cost	15 192 00 L	\$	19,160.00		25,938.00		6,778.00
3 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 Rent and Leases - building and improvements (please identify the property address and method of cost allocation) Taxes and assessments (Please identify the property address and method of cost \$	10,102,00	\$	16,717.00		19,990.00		3,273.00
Maintenance and Repairs - Equipment \$	22,843.00	\$	34,317.00	<u>\$</u> \$		\$	7,381.00
Memberships, Subscriptions and Dues \$		\$	5,593.00			\$	407.00
17 Office Supplies \$ 18 Postage and Mailing \$ 19 Medical Records \$ 20 Data Processing \$ 21 Rent and Leases - equipment Rent and Leases - building and improvements (please Identify the property address and method of cost allocation) Taxes and assessments (Please identify the property address and method of cost \$		\$		\$		\$	-
18 Postage and Mailing \$ 19 Medical Records \$ 20 Data Processing \$ 21 Rent and Leases - equipment Rent and Leases - building and improvements (please identify the property address and method of cost allocation) \$ 22 and method of cost allocation \$ 3 and method of cost allocation \$ 3 and method of cost allocation \$ 4 and method of cost allocation \$ 3 and method of cost allocation \$ 4 and method of cost allocation \$ 5 and method of cost allocatio	40 705 00	\$ \$	16 701 00	\$	500.00	•	500.00
19 Medical Records \$ 20 Data Processing \$ 21 Rent and Leases - equipment \$ Rent and Leases - building and improvements (please identify the property address and method of cost allocation) Taxes and assessments (Please identify the property address and method of cost \$ \$ Please identify the property address and method of cost \$ \$ Please identify the property address and method of cost \$ \$ Please identify the property address and method of cost \$ \$ Please identify the property address and method of cost \$ Please identify the property address and method of cost \$ Please identify the property address and method of cost \$ Please identify the property address and method of cost \$ Please identify the property address and method of cost \$ Please identify the property address Please identify the property a	13,735.00	\$	16,703.00 41.00	_		\$	(3,294.00) 297.00
21 Rent and Leases - equipment \$ Rent and Leases - building and improvements (please identify the property address and method of cost allocation) Taxes and assessments (Please identify the property address and method of cost \$	-	\$	-	\$		\$	201.00
Rent and Leases - building and improvements (please Identify the property address and method of cost allocation) Taxes and assessments (Please Identify the property address and method of cost	-	\$	-	\$	-	\$	-
22 and method of cost allocation) Taxes and assessments (Please identify the property address and method of cost \$ \]	1,031.00	\$	855.00	\$	1,000.00	\$	145.00
1.3	20,400.00	\$	20,400.00	\$	24,281.00	\$	3,881.00
23 allocation) Y		\$	-	\$		\$	-
Interest in Other Long-term debts (please identify the property address and method of cost allocation)	20,550.00	\$	24,571.00	\$	35,303.00	\$	10,732.00
Other Professional and Consultant Services (allowable with prior specific approval	70,595.00	\$	63,300.00	\$	68,463.00	.	5,163.00
25 from Monterey County and must meet the criteria of a direct cost)	10,000.00	~		*	00,403,00	Ψ	0, 100.00
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) \$	11,007.00	\$	14,841.00	\$	16,674.00	\$	1,833.00
Depreciation Expenses (please exclude assets purchased by COUNTY funds and	30,048.00	\$	32,850.00	\$	33,374.00	\$	524.00
28 provide Schedule of Depreciation expense.) 9 Total Mode Costs \$	1,882,008.00	\$	1,837,605.00	\$		<u> </u>	
B. Administrative Costs - the allocation base must reasonably reflect the	1,002,000.00	4	1,037,003.00	Ψ	2,258,458.00	\$4	20,853.00
level of service received by the County from the program/activity and there							
30 Salaries and Benefits \$		\$	-	\$		<u>\$</u> _	-
Others - please provide details. Expense must be authorized by the County and/or		\$		\$		\$	<u> </u>
not prohibited under Federal, State or local law or regulations.	-	\$	-	\$		\$	-
Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)	-	\$	-	\$	-	\$	-
34 Total Administrative Costs \$	-	\$	-	\$	-	\$	
95 TOTAL DIRECT COSTS \$ Indirect Cost Centers - include all costs that are incurred for a common or joint purpose t	1,882,008.00	\$	1,837,605.00	\$	2,258,458.00	\$4	20,853.00
ne cost objective specifically benefitted without effort disproportionate to the results achie		st ce	iniai cost objecti enters corresponi	ve, d di:	mat are not readily : rectly with the expe	assi nee	graple to
	ved. The indirect co		Estimated		Budget		-
INDIRECT COSTS	oved. The indirect co		FY 2018-19		FY 2019-20		Change
36 Equipment (purchase price of less than \$5000) \$ 37 Rent and Leases - equipment \$	oved. The indirect co Actual FY 2017-18		-	\$	_	\$	
37 Rent and Leases - equipment \$ 38 Rent and Leases - building and improvements \$	eved. The indirect co Actual	\$ \$			- """	\$	

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		Actual FY 2017-18		Estimated FY 2018-19	Budget FY 2019-20		Change
39 Taxes and assessments	\$		\$	-	\$	\$	-
40 Insurance and Indemnity	\$	10,540.00	\$	9,748.00	\$ 12,648.00	\$	2,900,00
41 Maintenance - equipment	\$		\$	•	\$ -	\$	-
42 Maintenance - building and Improvements	\$	2,633.00	\$	2,436,00	\$ 3,160.00	\$	724.00
43 Utilities	\$	2,633.00	\$	2,436.00	\$ 3,160.00	\$	724.00
44 Household Expenses	\$		\$	-	\$ 	\$	-
45 Interest in Bonds	\$	-	\$	-	\$ -	\$	
46 Interest in Other Long-term debts	\$	5,269.00	\$	4,874.00	\$ 6,324,00	\$	1,450.00
47 Other interest and finance charges	\$	28,982.00	\$	26,806,00	\$ 34,780.00	\$	7,974.00
48 Contracts Administration	\$	31,619.00	\$	29,245.00	\$ 37,944,00	\$	8,699,00
49 Legal and Accounting (when required for the administration of the County	\$3	-	\$	-	\$ -	\$	
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	\$	155,455.00	\$	143,780.00	\$ 186,548.00	\$	42,768.00
53 Medical Records	\$		\$	-	\$ 	\$	
64 Other Professional and Specialized Services	\$	23,715.00	S	21,934.00	\$ 28,458.00	\$	6,524.00
55 Transportation and Travel	\$		S	•	\$ 	\$	
Advertising (for recruitment or admin personnel, procurement of services and 56 disposal of surplus assets)	\$	-	\$	<u> </u>	\$ -	\$	
57 Total Indirect costs	\$	263,481.00	\$	243,693.00	\$ 316,182.00	\$	72,489.00
63 Total Allowable Costs	\$	2,145,489.00	\$	2,081,298.00	\$ 2,574,640.00	\$4	93,342.00
COST REPORT INFORMATION:				imated 2018-19	dget 2019-20		Change
64 Land							
65 Bulldings and Improvements					 		
66 Equipment (purchase price of \$5000 or more)					 		
67 Total	0						

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature Date

Finance Director's Signature

Date

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION		Annual Salary/Wage	TE (Full Time Employee	 TOTAL
Regional Executive Director	\$	122,124	0.51	\$ 62,283
Program Director	\$	101,474	1.24	\$ 125,828
Program Assistant Director	\$	60,827	0.30	\$ 18,248
Program Manager	1.8	80,850	0.04	\$ 3,234
Clinical Supervisor	\$	85,009	1.01	\$ 85,859
Nurse	\$	137,944	0.30	\$ 41,935
Clinician	\$	60,508	11.44	\$ 692,206
Counselor	\$	43,836	3.86	\$ 169,208
Permanency Specialist	\$	48,350	0.02	\$ 967

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2019-20

		•	TOCHT I ON'S MOTI-MO	
Program Name:	Program 1: D'Arrigo Outpatient		AVATAR Program(s):	:
Unduplicated Number	er of Clients Served:	150	Address:	124 River Road, Salinas, CA 93908

			Actual		Estimated		Budget		Change
	A. PROGRAM REVENUES	ŀ	FY 2017-18		FY 2018-19		FY 2019-20		
Monte	rey County Funds (Monterey County's Use):								
	rayisional Rates					_			
- - - - - - - - - - 	Estimated Federal Funding Participation & EPSDT	\$	1,651,838.00	\$	1,528,234.00	\$	1,753,033.00	¢	224,799.00
, I	MHSA	\$	159,388.00	\$	147,461.00		169,152.00	\$	21,691.00
			227,42,444	-	***************************************	<u> </u>	107,102.00	\$	21,071.00
h t					·			\$	
┝							 -	<u>.</u>	
Total I	Requested Monterey County Funds	\$	1,811,226.00	æ	1,675,695.00	\$	1 022 105 00	ø	246 400 00
	Program Revenues	•	1,611,220,00	JP	1,075,075.00	4	1,922,185.00	\$	246,490.00
	L PROGRAM REVENUES (equals Allowable Costs)	S	1,811,226.00	£	1,675,695.00	•	1,922,185.00	\$	246,490,00
B. ALI	LOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey C	ounty c	clients allocated in	n ac	cordance with requires	nen	ts contained in this	Φ	240,450,00
I. Dire	ect Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifi	ically w	vith a particular f	inal	cost objective.			_	
			Actual		Estimated		Budget		
	. Mode Costs (Direct Services)	F	Y 2017-18		FY 2018-19		FY 2019-20		Change
	alaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	1,069,158.00	\$	952,792.00	\$	1,097,698.00	\$	144,906.00
	ayroll taxes	\$	277,981,00	\$	247,726.00	\$	285,400.00	\$	37,674.00
	mployee benefits	\$	•	\$	-	\$		\$	
	Orkers Compensation	\$		\$	-	\$	-	\$	•
	everance Pay (if required by law, employer-employee agreement or established written policy or	\$	-	\$		\$		\$	-
	emporary Staffing	\$		\$		\$	-	\$	
	exible Client Spending (please provide supporting documents)	\$	11,180.00	\$	10,289.00	\$	13,087.00	\$	2,798.00
	ravel (costs incurred to carry out the program)	\$		\$		\$	38,180.00		(4,039.00)
	mployee Travel and Conference	\$	2,892,00	\$		\$	23,755.00		13,712.00
	ommunication Costs	\$	11,202.00	\$	15,331.00	\$			4,984.00
	tilities leaning and Janitorial	\$	12,825.00	\$	14,741.00	\$	16,137.00		1,396.00
	leaning and Jamtoriai	\$	10.004.00	\$	20.242.00	\$	-	\$_	
	aintenance and Repairs - Buildings aintenance and Repairs - Equipment	\$	19,284.00	<u>\$</u>	29,343.00	\$	33,936.00		4,593.00
	rinting and Publications	\$	2,330.00	\$	4,606.00	\$	5,090.00	\$	484.00
	lemberships, Subscriptions and Dues	\$	<u> </u>	\$		\$_	404.00	\$	40.4.00
	ffice Supplies	\$	11,595.00	ð	14.055.00	\$	424.00		424.00
	ostage and Mailing	\$	11,595.00	\$	14,055.00	\$	10,423.00	\$	(3,632.00)
	ledical Records	\$		\$	-	\$	212.00	\$	212.00
	ata Processing	\$		\$		\$		<u>\$</u>	-
	ent and Leases - equipment	\$	870.00	\$	684.00	\$	848.00		164.00
22 Re	ent and Leases - building and improvements (please identify the property address and method of	\$		\$	20,400,00	\$	17,307.00		(3,093.00)
	exes and assessments (Please identify the property address and method of cost allocation)	\$	- 17,222,00	\$	20,-100,00	\$	17,507,00	\$	(3,093,00)
	terest in Other Long-term debts (please identify the property address and method of cost	\$	17,348.00	\$	19,657.00	\$	28,252.00		8,595.00
	ther Professional and Consultant Services (allowable with prior specific approval from Monterey	\$		\$	49,566.00	_	54,552.00		4,986.00
	udit Costs and Related Services (Audits required by and conducted in accordance with the Single	\$	· -	\$	-	\$		\$	
27 M	iscellaneous (please provide details)	\$	9,292.00	\$	12,224.00	\$	12,514,00		290.00
28 Do	epreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule	\$	25,366,00	\$	26,232.00		27,997.00		1,765.00
29 To	otal Mode Costs	\$	1,588,795.00	\$	1,469,908.00	\$	1,686,127.00	\$	216,219.00
$oxed{oxed}$	B. Administrative Costs - the allocation base must reasonably reflect the level of service								
	laries and Benefits		*****					\$	-
	applies							\$	
	thers - please provide details. Expense must be authorized by the County and/or not prohibited							\$	-
	epreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule							\$	-
	otal Administrative Costs	\$		\$	-	\$		\$	-
	OTAL DIRECT COSTS ndirect Cost Centers - include all costs that are incurred for a common or joint purpose bene	\$	1,588,795.00	\$	1,469,908.00	\$	1,686,127.00	\$	216,219.00
- ''	nutreet Cost Centers - metade an costs that are incurred for a common of joint purpose bene	nung		aan c		not		the	ost objective
IN	NDIRECT COSTS	Ι.	Actual		Estimated		Budget		Change
	WINES LAWIE		7Y 2017-18	ı	FY 2018-19		FY 2019-20	<i>p</i> h	
				ę.		et l	-		-
	quipment (purchase price of less than \$5000)	\$	-	\$		\$		\$	202.00
37 Re	guipment (purchase price of less than \$5000) ent and Leases - equipment	\$	-	\$	-	\$		\$	
37 Re	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements	\$ \$ \$	2,224.00	\$ \$	2,056.00	\$	2,359.00	\$	303.00
37 Re 38 Re 39 Ta	guipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments	\$ \$ \$	2,224.00	\$ \$ \$	2,056.00	\$ \$	2,359.00	\$ \$	
37 Re 38 Re 39 Ta 40 Ins	guipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity	\$ \$ \$ \$	2,224.00	\$ \$ \$	2,056.00	\$ \$ \$		\$ \$ \$	1,211.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment	\$ \$ \$ \$	2,224.00	\$ \$ \$	2,056.00 8,232.00	89 89 89 89 89 80 80 80 80 80 80 80 80 80 80 80 80 80 8	2,359.00 9,443.00	\$ \$ \$ \$	1,211,00 -
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements	\$ \$ \$ \$ \$	2,224.00 - 8,898.00 2,223.00	\$ \$ \$ \$	2,056.00 8,232.00 2,057.00	8 9 9 9 9	2,359.00 9,443.00 2,359.00	\$ \$ \$ \$	1,211.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment	\$ \$ \$ \$	2,224.00	\$ \$ \$ \$	2,056.00 8,232.00	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	2,359,00 9,443,00 2,359,00 2,359,00	\$ \$ \$ \$ \$ \$	1,211.00 - 302.00 302.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Ho	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements	\$ \$ \$ \$ \$ \$	2,224.00 - 8,898.00 2,223.00	\$ \$ \$ \$	2,056.00 	8 9 9 9 9	2,359.00 9,443.00 2,359.00	\$ \$ \$ \$ \$ \$ \$ \$	1,211.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Ho 45 Int	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements tilities ousehold Expenses	\$ \$ \$ \$ \$ \$	2,224.00 	S S S S S S S S	2,056.00 8,232.00 2,057.00 2,057.00	89 89 89 89 89 89 89 89 89 89 89 89 89 8	2,359,00 9,443,00 2,359,00 2,359,00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,211.00 302.00 302.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Hc 45 Int 46 Int	guipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements tillities ouselold Expenses terest in Bonds	8 8 9 9 9 9 9 9	2,224.00 8,898.00 - 2,223.00 2,223.00	S S S S S S S S	2,056.00 - 8,232.00 - 2,057.00 2,057.00	89 89 89 89 89 89 89 89 89 89 89 89 89 8	2,359.00 	8888888888	302.00 302.00 302.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Hc 45 Int 46 Int 47 Ot 48 Co	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements tillities ousehold Expenses terest in Bonds terest in Other Long-term debts their interest and finance charges outerest Administration	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,224.00 8,898.00 2,223.00 2,223.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,056.00 	8 8 8 8 8 8 8 8 8 8	2,359,00 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,211.00 302.00 302.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Hc 45 Int 46 Int 47 Ot 48 Cc 49 Le	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements tilities ousehold Expenses terest in Bonds terest in Other Long-term debts ther interest and finance charges outered Administration egal and Accounting (when required for the administration of the County Programs)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,224.00 8,898.00 2,223.00 2,223.00 - 4,448.00 24,467.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,056.00 8,232.00 2,057.00 2,057.00 	8 8 8 8 8 8 8 8 8 8	2,359,00 9,443,00 2,359,00 2,359,00 4,721,00 25,966,00 28,329,00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	302.00 302.00 302.00
37 Re 38 Rc 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Hc 45 Int 46 Int 47 Ot 48 Cc 49 Le 50 Au	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements tillities ouselold Expenses terest in Bonds terest in Other Long-term debts ther interest and finance charges outracts Administration sgal and Accounting (when required for the administration of the County Programs) udit Costs and Related Services (Audits required by and conducted in accordance with the Single	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,224.00 8,898.00 2,223.00 2,223.00 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,056.00 8,232.00 2,057.00 2,057.00 	8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	2,359,00 9,443,00 2,359,00 2,359,00 4,721,00 25,966,00 28,329,00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	302.00 302.00 302.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Hc 45 Int 47 Ot 48 Co 49 Le 50 Au 51 Da	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements fillities ousehold Expenses terest in Bonds terest in Other Long-term debts ther interest and finance charges outracts Administration egal and Accounting (when required for the administration of the County Programs) udit Costs and Related Services (Audits required by and conducted in accordance with the Single ata Processing		2,224.00 8,898.00 2,223.00 2,223.00 	S S S S S S S S S S S S S S S S S S S	2,056.00 8,232.00 2,057.00 2,057.00 2,057.00 4,116.00 22,636.00 24,696.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,359.00 9,443.00 2,359.00 2,359.00 4,721.00 25,966.00 28,329.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,211.00 302.00 302.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Hc 45 Int 46 Int 47 Ot 48 Co 49 Le 50 Au 51 Da 52 Pe	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements fillities ousehold Expenses terest in Bonds terest in Other Long-term debts ther interest and finance charges outracts Administration gal and Accounting (when required for the administration of the County Programs) udit Costs and Related Services (Audits required by and conducted in accordance with the Single ata Processing	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,224.00 8,898.00 2,223.00 2,223.00 2,223.00 4,448.00 24,467.00 26,693.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,056.00 8,232.00 2,057.00 2,057.00 4,116.00 22,636.00 24,696.00	8 8 8 8 8 8 8 8 8 8 8 8	2,359.00 9,443.00 2,359.00 2,359.00 4,721.00 25,966.00 28,329.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,211.00 302.00 302.00 605.00 3,330.00 3,633.00
37 Re 38 Re 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Hc 45 Int 47 Ot 48 Co 49 Le 50 Au 51 Da 52 Pe 53 Mo	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements tilities ousehold Expenses terest in Bonds terest in Other Long-term debts ther interest and finance charges outracts Administration egal and Accounting (when required for the administration of the County Programs) udit Costs and Related Services (Audits required by and conducted in accordance with the Single ata Processing assonnel Administration edical Records	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,224.00 8,898.00 2,223.00 2,223.00 	9999999999999999	2,056.00 	8 8 8 8 8 8 8 8 8 8 8 8 8 8	2,359,00 9,443,00 2,359,00 2,359,00 4,721,00 25,966,00 28,329,00 139,275,00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,211.00 302.00 302.00 302.00 605.00 3,330.00 3,633.00 17,860.00
37 Re 38 Rc 39 Ta 40 Ins 41 Ma 42 Ma 43 Ur 44 Hc 45 Int 46 Int 47 Ot 48 Co 49 Le 50 Au 51 Da 52 Pe 53 Mo 54 Ot	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements tilities ousehold Expenses terest in Bonds terest in Other Long-term debts ther interest and finance charges outerest and finance charges outerest Administration egal and Accounting (when required for the administration of the County Programs) udit Costs and Related Services (Audits required by and conducted in accordance with the Single are sonnel Administration edical Records ther Professional and Specialized Services	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,224.00 8,898.00 2,223.00 2,223.00 	9999999999999999	2,056.00 8,232.00 2,057.00 2,057.00 4,116.00 22,636.00 24,696.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,359.00 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,211.00 302.00 302.00 302.00 605.00 3,330.00 3,633.00 17,860.00
37 Re 38 Rc 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Hof 45 Int 47 Ot 48 Co 49 Le 50 Au 51 Da 52 Pe 53 Mc 54 Ot 55 Tr	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - equipment ent and Leases - building and improvements surance and Indemnity aintenance - equipment aintenance - building and improvements tillities ousehold Expenses terest in Bonds terest in Other Long-term debts ther interest and finance charges ontracts Administration egal and Accounting (when required for the administration of the County Programs) udit Costs and Related Services (Audits required by and conducted in accordance with the Single ata Processing arsonnel Administration (edical Records ther Professional and Specialized Services anaportation and Travel	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,224.00 8,898.00 2,223.00 2,223.00 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,056.00 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,359,00 9,443,00 2,359,00 2,359,00 4,721,00 25,966,00 28,329,00 139,275,00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,211.00 302.00 302.00 302.00
37 Re 38 Rc 39 Ta 40 Ins 41 Ma 42 Ma 43 Ut 44 Hc 45 Int 47 Ot 48 Cc 49 Le 50 Au 51 Da 52 Pe 53 Mo 55 Tr 56 Ad	quipment (purchase price of less than \$5000) ent and Leases - equipment ent and Leases - building and improvements axes and assessments surance and Indemnity aintenance - equipment aintenance - building and improvements tilities ousehold Expenses terest in Bonds terest in Other Long-term debts ther interest and finance charges outerest and finance charges outerest Administration egal and Accounting (when required for the administration of the County Programs) udit Costs and Related Services (Audits required by and conducted in accordance with the Single are sonnel Administration edical Records ther Professional and Specialized Services	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	2,224.00 8,898.00 2,223.00 2,223.00 		2,056.00 	**************************************	2,359,00 9,443,00 2,359,00 2,359,00 4,721,00 25,966,00 28,329,00 	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	1,211.00 302.00 302.00 302.00

	Actual FY 2017-18	Estimated FY 2018-19	Budget FY 2019-20	Change
63 Total Allowable Costs	\$ 1,811,226.00	\$ 1,675,695.00	\$ 1,922,185.00	\$ 246,490.00
COST REPORT INFORMATION:		Estimated FY 2018-19	Budget FY 2019-20	Change
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
Regional Executive Director		\$ 125,765	0,34	\$	42,760
Program Director		\$ 104,804	0.85	\$	89,083
Clinical Supervisor		\$ 84,840	0.85	\$	72,114
Nurse	******	\$ 167,847	0.17	\$	28,534
Clinician		\$ 60,690	9.35	\$	567,454
Counselor		\$ 42,577	2.21	\$	94,096
Health Information Specialist		\$ 43,879	1.70	\$	74,595
Program Assistant		\$ 41,522	0.85	\$	35,294
Senior Administrative Assistant		\$ 47,956	0.34	\$	16,305
Clerical Support		\$ 41,544	1.40	\$	58,162
Maintenance		\$ 64,337	0.30	\$	19,301
				\$	-
				\$	-
	""			\$	
				\$	-
				\$	-
Total Salaries and Wages		•	18.36	S	1,097,698

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health Fiscal Year 2019-20

Program Name: Program 2: Early Childhood Treatment AVATAR Program(s):
Unduplicated Number of Clients Served: 25 Address: 124 River Road, Salinas, CA 93908

		Actual FY 2017-18		Estimated FY 2018-19		Budget FY 2019-20		Change
A. PROGRAM REVENUES						-		· ·
Monterey County Funds (Montercy County's Use);								
Provisional Rates								
Estimated Federal Financial Participation & EPSDT	\$	304,848,00	\$	281,504.00	\$	313,237.00	\$	31,733.00
MHSA	\$	29,415.00	\$	27,162.00	\$	30,224.00	\$	3,062.00
							\$	-
							\$	
		• • •					\$	
Total Requested Monterey County Funds	s	334,263.00	\$	308,666.00	\$	343,461.00	\$	34,795.00
Other Program Revenues	4	334,203.00	ا °	300,000.00	4	343,401.00	φ	34,793.00
TOTAL PROGRAM REVENUES (equais Allowable Costs)	S	224 262 00	-	308,666.00	S	242.467.00	_	24 505 00
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Montero		334,263.00	\$ in a	•	_	343,461.00	\$	34,795.00
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified sp					CHA	ents contained in		
The state of the s		Actual	1	Estimated		Budget		
A. Mode Costs (Direct Services)		FY 2017-18		FY 2018-19		FY 2019-20		Change
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)	\$	197,314.00	\$	177,169.00	\$	196,142.00	\$	18,973.00
2 Payroll taxes	\$	51,302.00		46,064.00	\$	51,000.00	_	4,936.00
3 Employee benefits	\$	-	\$				\$	-
4 Workers Compensation 5 Severance Pay (if required by law, employer-employee agreement or established written policy	\$	-	\$		-		\$	-
5 Severance ray (if required by law, employer-employee agreement or established written policy 6 Temporary Staffing	\$	-	\$. <u> </u>	<u> </u>		\$	-
7 Flexible Client Spending (please provide supporting documents)	\$	2,063.00	\$	1,006,00	\$	2,338.00	\$	1,332,00
8 Travel (costs incurred to carry out the program)	\$	7,501.00		5,316,00		6,820.00	\$	1,504.00
9 Employee Travel and Conference	\$	534.00	\$	2,233,00	\$	4,245.00	\$	2,012.00
10 Communication Costs	\$	2,067.00		3,102.00		3,625.00		523.00
11 Utilities	\$	2,367.00		1,976.00	\$	2,883,00		907.00
12 Cleaning and Janitorial	\$	2 550 00	\$	4 004 00	\$		\$	-
13 Maintenance and Repairs - Buildings 14 Maintenance and Repairs - Equipment	\$	3,559.00 430.00	\$	4,974.00 987.00	\$	6,064.00 910.00		1,090.00
15 Printing and Publications	\$	430.00	\$	967.00	\$	910.00	\$	(77.00)
16 Memberships, Subscriptions and Dues	\$	-	\$		\$	76.00	\$	76.00
17 Office Supplies	\$	2,140.00	\$	2,163.00	\$	1,862.00	\$	(301.00)
18 Postage and Mailing	\$		\$		\$	38.00	\$	38.00
19 Medical Records	\$		\$	+	\$		\$	-
20 Data Processing	\$	-	\$	-	\$		\$	-
21 Rent and Leases - equipment	\$	161.00	\$	171,00	\$	152.00	\$	(19.00)
22 Rent and Leases - building and improvements (please identify the property address and method 23 Taxes and assessments (Please identify the property address and method of cost allocation)	\$	3,178.00	\$	<u> </u>	\$	3,093,00	\$ \$	3,093,00
24 Interest in Other Long-term debts (please identify the property address and method of cost	\$	3,202.00		4,914.00	\$	5,048,00	\$	134.00
25 Other Professional and Consultant Services (allowable with prior specific approval from	\$	10,998.00		12,117.00		9,748.00	\$	(2,369.00)
26 Audit Costs and Related Services (Audits required by and conducted in accordance with the	\$	-	\$	-	\$	-	\$	-
27 Miscellaneous (please provide details)	\$	1,715.00	\$	2,010.00	\$	2,236.00	\$	226.00
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide	\$	4,682.00		6,558.00	\$		\$	(1,555.00
29 Total Mode Costs B. Administrative Costs - the allocation base must reasonably reflect the level of service	\$	293,213.00	3	270,760.00	\$	301,283.00	\$	30,523.00
30 Salaries and Benefits					_		\$	•
31 Supplies					\vdash		\$	
32 Others - please provide details. Expense must be authorized by the County and/or not					┪		\$	
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide				•			\$	-
34 Total Administrative Costs	\$	-	\$	-	\$	-	\$	-
35 TOTAL DIRECT COSTS	\$	293,213.00	\$	270,760.00	\$	301,283.00	\$	30,523.00
II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose be	Aetu			ost objective, that are finated		readily assignable t	o the	cost objective
INDIRECT COSTS		017-18		2018-19		2019-20		Change
36 Equipment (purchase price of less than \$5000)	\$		\$		\$	2017-20	\$	
37 Rent and Leases - equipment	\$		\$	-	\$	*	\$	
38 Rent and Leases - building and improvements	\$	411.00		378.00	\$	420.00	\$	42.00
39 Taxes and assessments	\$	-	\$	-	\$	-	\$	
40 Insurance and Indemnity	\$	1,642.00		1,516.00	\$	1,687.00	\$	171.00
41 Maintenance - equipment	\$	-	\$	-	1.5.	-	\$	
42 Maintenance - building and improvements 43 Utilities	\$	410.00 410.00		379.00 379.00		422.00	\$	43.00
44 Household Expenses	\$	410.00	\$	379.00	\$	422.00	\$	43.00
45 Interest in Bonds	\$	-	\$	<u> </u>	\$	*	\$	
46 Interest in Other Long-term debts	\$	821.00		758.00	\$	844,00	\$	86.00
47 Other interest and finance charges	\$	4,515.00		4,170.00		4,640.00	_	470.00
48 Contracts Administration	\$	4,926.00	\$	4,549.00	\$	5,062.00	\$	513.00
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	\$	-	\$	-	\$	-	\$	
51 Data Processing 52 Personnel Administration	\$	24 220 00	\$	22.265.00	\$		\$_	2 500 00
	\$	24,220.00	\$	22,365.00	\$	24,885.00	\$	2,520.00
23 DARCHER RECOVER					4 .0			
53 Medical Records 54 Other Professional and Specialized Services	\$	3,695.00		3,412.00	\$	3,796.00	\$	384.00

	Actual FY 2017-18		mated 018-19		ludget 2019-20		Change
55 Transportation and Travel	\$ -	\$	-	\$	-	\$	-
56 Advertising (for recruitment of admin personnel, procurement of services and disposal of	\$ _	\$	-	\$	-	\$	-
57 Total Indirect Costs	\$ 41,050.00	\$	37,906.00	\$	42,178.00	\$	4,272.00
63 Total Allowable Costs	\$ 334,263.00	\$	308,666.00	\$	343,461.00	\$	34,795.00
COST REPORT INFORMATION:		Estimated FY 2018-19		Budget FY 2019-	20		Change
64 Land				1			
65 Buildings and Improvements				1		T	
66 Equipment (purchase price of \$5000 or more)				1			
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
Regional Executive Director	\$ 127,333	0.06	\$ 7,640
Program Director	\$ 106,113	0.15	\$ 15,917
Clinical Supervisor	\$ 85,907	0.15	\$ 12,886
Nurse	\$ 169,967	0.03	\$ 5,099
Clinician	\$ 61,452	1.65	\$ 101,396
Counselor	\$ 43,113	0.39	\$ 16,814
Health Information Specialist	\$ 44,427	0.30	\$ 13,328
Program Assistant	\$ 42,040	0.15	\$ 6,306
Senior Administrative Assistant	\$ 48.567	0.06	\$ 2 914

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

Fiscal Year 2019-20

Program Name:	Program 3: Hospital Alternative Placement	AVATAR Program(s);	
Unduplicated Number	er of Clients Served:	Address:	124 River Road, Salinas, CA 93908

	Actual FY 2017-18		Estimated Y 2018-19		Budget / 2019-20		Change
A. PROGRAM REVENUES	F 1 #01 /-10	-	* MATO-13	1, 1	=U17-EU		
Monterey County Funds (Monterey County's Use):	• • • • • • • • • • • • • • • • • • • •				-		
Provisional Rates					-		
Estimated Federal Fund Participation & EPSDT		\$	88,407.00	\$	218,347.00	\$	129,940.00
MHSA		\$	8,530.00	\$	21,067.00		12,537.00
THE LOCAL CONTRACTOR OF THE LO		•	6,230.00	•		\$	12,337.00
						\$	
						\$	
Total Requested Monterey County Funds	\$	- \$	96,937.00	\$	239,414.00	\$	142,477.00
Other Program Revenues							
TOTAL PROGRAM REVENUES (equals Allowable Costs)	\$	- \$	96,937.00	\$	239,414.00	\$	142,477.00
B. ALLOWABLE COSTS - Allowable expenditures for the care and services	of placed Monterey County clients allocated	ated in accord	ance with require	ements co	ntained in this		
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that c	ean be identified specifically with a partic		t objective. Estimated				
A. Mode Costs (Direct Services)	FY 2017-18	1	Y 2018-19	Budge	FY 2019-20		Change
Nature Costs (Direct Services) Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)		\$	66,299.00	\$	143,636.00	e	77,337.00
2 Payroll taxes	igca)	\$	17,238.00	\$	37,345.00		20,107.00
3 Employee benefits			17,220,00			\$	20,107,00
4 Workers Compensation						-	
5 Severance Pay (if required by law, employer-employee agreement or establish	hed written						·
6 Temporary Staffing							
7 Flexible Client Spending (please provide supporting documents)		\$	970.00		2,102.00		1,132.00
8 Travel (costs incurred to carry out the program) 9 Employee Travel and Conference		\$ \$	8,085,00 808,00		17,515.00 1,751.00		9,430.00
10 Communication Costs		\$	727.00		1,751.00		943,00
11 Utilities		1.0	121.00	4P		\$	849.00
12 Cleaning and Janitorial						\$	
13 Maintenance and Repairs - Buildings						\$	-
14 Maintenance and Repairs - Equipment						\$	-
15 Printing and Publications						\$	-
16 Memberships, Subscriptions and Ducs						\$	-
17 Office Supplies		\$	485.00			\$	566.00
18 Postage and Mailing 19 Medical Records		\$	41.00	\$		\$	47.00
20 Data Processing						<u>\$</u>	
21 Rent and Leases - equipment						\$	-
22 Rent and Leases - building and improvements (please identify the property ad	dress and					\$	-
23 Taxes and assessments (Please identify the property address and method of co					1.0.00.00	\$	-
24 Interest in Other Long-term debts (please identify the property address and m						\$	
25 Other Professional and Consultant Services (allowable with prior specific app		\$	1,617.00	\$	3,503.00	\$	1,886.00
26 Audit Costs and Related Services (Audits required by and conducted in accor	dance with					\$	-
27 Miscellaneous (please provide details)		\$	607.00			\$	707.00
28 Depreciation Expenses (please exclude assets purchased by COUNTY funds 29 Total Mode Costs	- -	- \$	60.00 96,937.00			\$	71.00
B. Administrative Costs - the allocation base must reasonably reflect		- 3	20,237.00	3		\$	113,073.00
30 Salaries and Benefits	The total of					\$	
31 Supplies			******			\$	-
32 Others - please provide details. Expense must be authorized by the County at	nd/or not					\$	
33 Depreciation Expenses (please exclude assets purchased by COUNTY funds	and provide					\$	-
34 Total Administrative Costs	\$	- \$		\$		\$	-
35 TOTAL DIRECT COSTS II Indirect Cost Centers - include all costs that are incurred for a common	S	- \$	96,937.00	\$		\$	113,075.00
If indirect cost centers - include all costs that are incurred for a common	Actual	Estima		Budget	ny assignable to	the co	st objective
INDIRECT COSTS	FY 2017-18	FY 2018		FY 2019	-20		Change
36 Equipment (purchase price of less than \$5000)	\$	- \$	-	\$	-	\$	
37 Rent and Leases - equipment		- \$	-	\$		\$	-
38 Rent and Leases - building and improvements				\$		\$	295.00
39 Taxes and assessments				\$		\$	-
40 Insurance and Indemnity				\$	1,176.00	\$	1,176.00
41 Maintenance - equipment				\$		\$	
42 Maintenance - building and improvements				\$	294.00	\$	294.00
43 Utilities 44 Household Expenses			•	\$		\$	294.00
44 Household Expenses 45 Interest in Bonds				\$		\$ \$	
46 Interest in Other Long-term debts				\$	588.00	_	588.00
47 Other interest and finance charges				\$	3,234.00	\$	3,234.00
48 Contracts Administration				\$		\$	3,528.00
49 Legal and Accounting (when required for the administration of the County Pr	rograms)			\$	5,1020100	\$	-,
50 Audit Costs and Related Services (Audits required by and conducted in accor	dance with			\$		\$	
51 Data Processing				\$		\$	
	İ	1	•	\$	17,347.00	\$	17,347.00
52 Personnel Administration							
53 Medical Records				\$		\$	
				\$ \$ \$	2,646.00	\$ \$	2,646.00

		Actual FY 2017-18	Estin FY 20	nated 18-19		idget 019-20	Change
56 Advertising (for recruitment of admin personnel, procurement of services and disposal of					\$		\$
57 Total Indirect Costs	\$		\$	-	\$	29,402.00	\$ 29,402.00
63 Total Allowable Costs	\$	-	\$	96,937.00	\$	239,414.00	\$ 142,477.00
COST REPORT INFORMATION:			Estimated FY 2018-19		Budget FY 2019-20)	Change
64 Land							
65 Buildings and Improvements					i .		
66 Equipment (purchase price of \$5000 or more)							 •
67 Total	0						

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Fatsification 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)			
Regional Executive Director	\$ 110,340	01.0	\$	11,034
Program Director	\$ 85,945	0.20	\$	17,189
Program Assistant Director	\$ 60,827	0.30	\$	18,248
Nurse	\$ 78,820	0.10	\$	7,882
Clinician	\$ 52,528	0.40	\$	21,011
Counselor	\$ 46,271	1.10	\$	50,898
Health Information Specialist	\$ 36,430	0.20	\$	7,286
Program Assistant	\$ 36,430	0.20	\$	7,286
Maintenance	\$ 56 040	0.05	\$	2.802

SENECA FAMILY OF AGENCIES DBA KINSHIP CENTER BUDGET AND EXPENDITURE REPORT For Monterey County - Behavioral Health Fiscal Year 2019-20

 Program Name:
 Program 4: Compass
 AVATAR Program(s):

 Unduplicated Number of Clients Served:
 Address:
 124 River Road, Salinas, CA 93908

Und	hiplica	ted Number of Clients Served:	Address:	124 River Road,	Salinas, CA 93908	
			Actual FY 2017-18	Estimated FY 2018-19	Budget FY 2019-20	Change
37.00	4	A. PROGRAM REVENUES County Funds (Monterey County's Use):				
		county ronds (Monterey County's Use): sional Rates				
	LIUVI	Estimated Federal Fund Participation & EPSDT			\$ 63,458,00	\$ 63,458.00
		MHSA	,		\$ 6,122,00	\$ 6,122.00
						\$ -
						\$ -
		1 101 WITH AMERICA				\$ -
		nested Monterey County Funds	\$ -	\$ -	\$ 69,580.00	\$ 69,580.00
		gram Revenues ROGRAM REVENUES (equals Allowable Costs)	· -			
R A	LLOV	VABLE COSTS - Allowable expenditures for the care and services of placed Monte		\$ -	\$ 69,580.00	\$ 69,580.00
I. N	irect (Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified a	rey County chems anocated in a specifically with a particular floo	ccoruance with requirement	us contained in this	
			Actual	Estimated	Budget	
	A. M	ode Costs (Direct Services)	FY 2017-18	FY 2018-19	FY 2019-20	Change
1	Salario	es and wages (please fill out Supplemental Schedule of Salaries and Wages)			\$ 31,382.00	\$ 31,382,00
		1 taxes			\$ 8,159.00	\$ 8,159.00
		yee benefits				
		ers Compensation				\$ -
		nce Pay (if required by law, employer-employee agreement or established written				\$ -
		orary Staffing				\$ -
		le Client Spending (please provide supporting documents)				\$ 9,750.00
		(costs incurred to carry out the program) yee Travel and Conference				\$ 716.00
		nunication Costs				\$ 469,00
	Utiliti					\$ 422,00 \$ 970.00
		ing and Janitorial			\$ 970.00	\$ 970.00 \$ -
		enance and Repairs - Buildings			\$ 1,698.00	\$ 1,698.00
		enance and Repairs - Equipment			\$ 1,096.00	\$ 1,096.00
		ng and Publications		*****	\$ -	\$ -
16	Memb	erships, Subscriptions and Dues			\$ -	\$ -
		Supplies			\$ 73.00	\$ 73,00
		e and Mailing			\$ -	\$ -
		al Records			\$.	\$ -
		rocessing			\$ -	\$ -
		nd Leases - equipment			\$ -	\$ -
22	Rent a	nd Leases - building and improvements (please identify the property address and			\$ 3,881.00	\$ 3,881,00
2.5	Taxes	and assessments (Please identify the property address and method of cost allocation)			\$ -	\$ -
		st in Other Long-term debts (please identify the property address and method of cost Professional and Consultant Services (allowable with prior specific approval from			\$ 2,003.00	\$ 2,003.00
		Costs and Related Services (Audits required by and conducted in accordance with the			\$ 660.00	\$ 660.00
		Haneous (please provide details)			\$ - \$ 610.00	\$
		ciation Expenses (please exclude assets purchased by COUNTY funds and provide			\$ 243.00	\$ 610,00 \$ 243,00
		Mode Costs	s -	s -	\$ 61,036.00	\$ 61,036.00
	B. Ad	lministrative Costs - the allocation base must reasonably reflect the level of service i	received by the County from the	program/activity and ther	e must be a direct causal	4 61 ,656.65
		es and Benefits				\$ -
	Suppli					\$ -
		- please provide details. Expense must be authorized by the County and/or not			7.75	\$ -
		ciation Expenses (please exclude assets purchased by COUNTY funds and provide				\$ -
		Administrative Costs	-	\$ -		\$ -
	TOTA	AL DIRECT COSTS	\$	\$ -	\$ 61,036,00	\$ 61,036.00
31 11	airect	Cost Centers - include all costs that are incurred for a common or joint purpose be	Actual	Estimated	Budget	bjective specifically
	enion	RECT COSTS	FY 2017-18	FY 2018-19	FY 2019-20	Change
16		ment (purchase price of less than \$5000)	11 2017-10	F 1 2010-17		
		nd Leases - equipment			\$ -	\$ - \$ -
		nd Leases - building and improvements			\$ 86.00	
		and assessments	<u> </u>		\$ -	\$ -
		nce and Indemnity			\$ 342.00	
41	Maint	enance - equipment			\$ -	\$ -
		enance - building and improvements			\$ 85.00	\$ 85.00
	Utiliti				\$ 85.00	
		hold Expenses			\$ -	\$
		st in Bonds	 		\$ -	\$ -
		at in Other Long-term debts			\$ 171.00	
		interest and finance charges acts Administration			\$ 940.00	
		and Accounting (when required for the administration of the County Programs)			\$ 1,025.00	\$ 1,025,00 \$ -
50	Audit	Costs and Related Services (Audits required by and conducted in accordance with the		-	<u> </u>	\$ -
51	Data F	rocessing	 		\$ -	\$ -
		nnel Administration			\$ 5,041.00	\$ 5,041.00
53	Medic	al Records			\$ -	\$ -
		Professional and Specialized Services			\$ 769.00	
55	Transp	portation and Travel			\$ -	\$ -
		tising (for recruitment of admin personnel, procurement of services and disposal of			\$ -	\$
		Indirect Costs	5 -	\$ -	\$ 8,544.00	
63	Total	Allowable Costs		\$ -	\$ 69,580,00	\$ 69,580.00
		COOM by the Could be true		Estimated	Budget	Change
-		COST REPORT INFORMATION:	ļ	FY 2018-19	FY 2019-20	Change
	Land	non and Immyresonate		 		
υJ	Duild!	ngs and Improvements	1	L	l	I

	Actual FY 2017-18	Estimated FY 2018-19	Budget FY 2019-20	Change
66 Equipment (purchase price of \$5000 or more)				
67 Total	0			

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuam to Culifornia 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	
Regional Executive Director	\$ 84,900	0.01	\$	849
Program Director	\$ 90,975	0.04	\$	3,639
Nurse	\$ 105,000	0.004	\$	420
Clinical Supervisor	\$ 85,900	0.01	\$	859
Program Manager	\$ 80,850	0,04	\$	3,234
Clinician	\$ 58,625	0.04	\$	2,345
Permanency Specialist	\$ 48,350	0.02	\$	967
Peer Partner/Mentor	\$ 46,250	0,004	\$	185
Counselor	\$ 46,250	0.16	\$	7,400
Awake Overnight	\$ 46,250	0.06	\$	2,775

EXHIBIT I: ANNUAL REPORT(S), COST REPORT SETTLEMENT, AND AUDIT

I. ANNUAL REPORT(S)

- A. For each fiscal year or portion thereof that this Agreement is in effect, CONTRACTOR shall provide COUNTY with accurate and complete Annual Report(s) known as the State Cost Report, the Annual Mental Health Services Act (MHSA) Revenue and Expenditure Reports, and the Annual Report(s), as applicable and required by the COUNTY (numbered (1)-(3) in Section XIV (A) in electronic forms and hard copies along with duly signed Provider's Certification and copy of audited financial statement and/or other supporting documents that the COUNTY may require, by the due date specified in this Exhibit I, Section I., Paragraph C.
- B. An accurate and complete State Cost Report and/or Annual MHSA Revenue and Expenditure Report shall be defined as Annual Report(s) which is (are) completed to the best of the ability of CONTRACTOR on such forms or in such formats as specified by the COUNTY and consistent with such instructions as the COUNTY may issue and are based on the best available data and based on the CONTRACTOR'S Financial Summary applicable to the fiscal year. Further, CONTRACTOR shall certify under penalty of perjury that the CONTRACTOR has not violated any of the provisions of Section 1090 through 1096 of the Government Code and with respect to MHSA funding; is in compliance with California Code of Regulations, Title 9, Division 1, Chapter 14, Article 4, Section 3410, Non-Supplant and Article 5, Section 3500, non-Supplant Certification and Reports; that the amount for which reimbursement is claimed in the Annual Report(s) is in accordance with Chapter 3, Part 2. Division 5 of the Welfare and Institutions Code; and WIC Section 5891 and that to the best of the CONTRACTOR'S knowledge and belief the information on Annual Report(s) is (are) in all respects, correct, and in accordance with the law.
- C. The Annual Report(s) shall be due on September 15th for the fiscal year ending on the previous June 30th or seventy-five (75) days following the expiration or termination date of this Agreement, or forty-five (45) days after the COUNTY transmits the cost report template electronically to the CONTRACTOR, whichever occurs later. Should the due date fall on a weekend, such report(s) shall be due on the following business day.
 - 1. Failure to submit the Annual Report(s) within thirty (30) calendar days after the due date specified in this Exhibit I, Section I, Subsection (C) is a breach of this Agreement. In addition to, and without limiting, any other remedy available to the COUNTY for such breach, COUNTY may undertake any or all of the following to remedy such breach:
 - 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. Not withstanding any other provisions of this Agreement, if CONTRACTOR appeals any audit report, the appeal shall not prevent the COUNTY from recovering from CONTRACTOR any amount owed by CONTRACTOR that the Federal Government or State has recovered from COUNTY.
- F. Should the auditing party be the COUNTY, CONTRACTOR shall have thirty (30) calendar days from the date of the audit report with in which to file an appeal with COUNTY. The letter providing the CONTRACTOR with notice of the audit findings shall indicate the person(s) and address to which the appeal should be directed. COUNTY shall consider all information provided by CONTRACTOR with its appeal, and shall issue its decision on the appeal after such consideration. Such decision is final. COUNTY shall issue an invoice for any amount due COUNTY fifteen (15) calendar days after COUNTY has notified CONTRACTOR of the COUNTY'S audit appeal findings. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section IV (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

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.17

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

September 20, 2022

Board Report

Legistar File Number: A 22-502

Introduced: 9/9/2022 Current Status: Health Department -

Consent

Version: 1 Matter Type: BoS Agreement

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 5 with Bayside Oil II, Inc., amending Exhibit B to reflect changes to Collection Centers for used oil and filter collection, hauling, and recycling; and

b. Authorize changes to Exhibit B as needed specific to Collection Center additions or deletions.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 5 with Bayside Oil II, Inc., amending Exhibit B to reflect changes to Collection Centers for used oil and filter collection, hauling, and recycling; and
- b. Authorize changes to Exhibit B as needed specific to Collection Center additions or deletions.

SUMMARY/DISCUSSION:

The Health Department's Environmental Health Bureau coordinates a countywide Used Oil and Filter Collection and Recycling Program. The State of California's Department of Resources Recycling and Recovery (CalRecycle) provides annual funding to local jurisdictions to implement their Used Oil and Filter Collection and Recycling Programs. Bayside Oil II, Inc. acts as the County's collector, hauler, and recycler for used oil and filters. A recent change in Exhibit B Collection Centers necessitates this amendment.

Since 1994 Monterey County, through the Health Department 's Environmental Health Bureau, has administered a countywide Used Oil and Filter Collection and Recycling Program. This program promotes the proper disposal and recycling of used motor oil and oil filters for residents, commercial and recreational boaters, and small farmers in Monterey County. The County provides community education and makes various outlets available for the proper disposal and recycling of used motor oil and oil filters available through curbside collection, residential drop-off centers, and marine and agricultural oil collection centers.

CalRecycle is authorized to make payments to qualifying local jurisdictions for implementation of their used oil programs. These funds are used to cover costs related to personnel time, acquisition of equipment, supplies, and training to enhance Used Motor Oil and Filter Recycling Program activities. Bayside Oil II, Inc. provides hauling services from Collection Centers for used oil and filters as part of this program. Monterey County Agricultural Commissioner's Office in King City is no longer a Collection Center. The oil tank container previously housed there was recently moved to a new

Collection Center site in Greenfield. "Exhibit B" is updated to remove the "Monterey County Agricultural Commissioner's Office" as a Collection Center and add "Tri-Cities Disposal and Recycling Service". Additionally, authorization is requested to amend Exhibit B to adjust Collection Centers as needed when added or deleted.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 1. to empower the community to improve health. It also supports the following of the ten essential public health services, specifically 3. Inform, educate, and empower people about health issues; and 4. Mobilize community partnerships and action to identify and solve health problems.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Risk Management have reviewed and approved this Amendment as to form and legality, respectively.

FINANCING:

There is no impact to the General Fund resulting from this Board action. This Agreement is funded through CalRecycle's used oil program grant.

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: Robin Kimball, Mana	agement Analyst, 796-1297
Approved by:	
	Date:

Elsa Mendoza Jimenez, Director of Health, 755-4526

Attachments:

Amendment No. 5

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Agreement



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-502

Introduced:9/9/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 5 with Bayside Oil II, Inc., amending Exhibit B to reflect changes to Collection Centers for used oil and filter collection, hauling, and recycling; and

b. Authorize changes to Exhibit B as needed specific to Collection Center additions or deletions.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 5 with Bayside Oil II, Inc., amending Exhibit B to reflect changes to Collection Centers for used oil and filter collection, hauling, and recycling; and
- b. Authorize changes to Exhibit B as needed specific to Collection Center additions or deletions.

SUMMARY/DISCUSSION:

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CalRecycle is authorized to make payments to qualifying local jurisdictions for implementation of their used oil programs. These funds are used to cover costs related to personnel time, acquisition of equipment, supplies, and training to enhance Used Motor Oil and Filter Recycling Program activities. Bayside Oil II, Inc. provides hauling services from Collection Centers for used oil and filters as part of this program. Monterey County Agricultural Commissioner's Office in King City is no longer a Collection Center. The oil tank container previously housed there was recently moved to a new Collection Center site in Greenfield. "Exhibit B" is updated to remove the "Monterey County

Legistar File Number: A 22-502

Agricultural Commissioner's Office" as a Collection Center and add "Tri-Cities Disposal and Recycling Service". Additionally, authorization is requested to amend Exhibit B to adjust Collection Centers as needed when added or deleted.

This work supports the Monterey County Health Department 2018-2022 Strategic Plan Goal: 1. to empower the community to improve health. It also supports the following of the ten essential public health services, specifically 3. Inform, educate, and empower people about health issues; and 4. Mobilize community partnerships and action to identify and solve health problems.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and Risk Management have reviewed and approved this Amendment as to form and legality, respectively.

FINANCING:

There is no impact to the General Fund resulting from this Board action. This Agreement is funded through CalRecycle's used oil program grant.

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: Robin Kimball, Management Analyst, 796-1297

Approved by:

DocuSigned by:

Gland Lun

C7A30BA59CA8423...

Date:9/13/2022 | 3:52 PM PDT

Elsa Mendoza Jimenez, Director of Health, 755-4526

Legistar File Number: A 22-502

Attachments:

Amendment No. 5

Amendment No. 4

Amendment No. 3

Amendment No. 2

Amendment No. 1

Agreement

AMENDMENT No. 5 TO STANDARD AGREEMENT BY & BETWEEN COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.

This **AMENDMENT No. 5** is made to the Standard Agreement ("AGR EEM ENT") by and between Bayside Oil II, Inc. ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, on July 1, 2019, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for services related to the collection, hauling, and recycling of uncontaminated used motor oil, filters, and absorbent pads at designated collection center locations and marine facilities for the period July 1, 2019 through June 30, 2020; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1, dated June 17, 2020, to increase the amount by fifteen thousand dollars (\$15,000) for a total amount not to exceed seventy-five thousand dollars (\$75,000); and amended the Agreement to extend term through June 30, 2021; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2, dated January 29, 2021 to add funds in the amount of twenty thousand (\$20,000) dollars for an amount to exceed ninety-five thousand (\$95,000); replacing Exhibit A with Exhibit A-1 to update fees; and replacing Exhibit C with Exhibit C-1 to modify auto insurance requirements; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 3 to add funds in the amount of one hundred thousand (\$100,000) for an amount not to exceed one hundred ninety-five thousand (\$195,000) and extend the term through June 30, 2022; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 4 to add funds in the amount of one hundred thousand (\$100,000) for an amount not to exceed two hundred ninety-five thousand (\$295,000), and replaced Exhibit A-1 with Exhibit A-2 to update fees; and extend the term through June 30, 2023; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to amend Collection Centers in Exhibit B.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. Exhibit B is updated to remove "Monterey County Agricultural Commissioner's Office" and add "Tri-Cities Disposal and Recycling Service".
- 2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 5 and shall continue in full force and effect as set forth in the AGREEMENT.
- 3. A copy of this AMENDMENT No. 5 shall be attached to the original AGREEMENT dated July 20, 2019 and shall be incorporated therein as if fully set forth in the Agreement.
- 4. The recitals to this Amendment No. 5 are hereby incorporated by this reference.

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:	BAYSIDE OIL II, INC.
Contracts/Purchasing Officer Date:	By: Contractor's Business Name
	(Signature of Chair, President or Vice President) King Gunn Prog (Print Name and Title)
	Date: $\frac{9/1/22}{}$
Approved as to Form Office of the County Counsel-Risk Management	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By: Mary Grace Perry Deputy County Counsel	(Print Name and Title)
Date:	Date: 9/1/22
Approved as to Fiscal Provisions	

By:	Auditor/Controller	
Date:		
	oved as to Indemnity and Insurance Provisions e of the County Counsel-Risk Management	
Ву:	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.

PROFESSIONAL SERVICES AGREEMENT BETWEEN MONTEREY COUNTY AND BAYSIDE OIL, INC.

EXHIBIT B

COLLECTION CENTERS

OIL AND FILTERS

Company	Address	Tank size	EPA#
Waste Management (Public Tank)	11260 Commercial Pkwy Castroville, CA 95012	500 gallon	CAB 982508822 or CAD 981434277
Waste Management (Tank Inside Shop)	52654 Jolon Rd King City, CA 93930	280 gallon	CAD 982508830
BFI Waste Services of Salinas	271 Rianda St. Salinas, CA 93901	480 gallon	CAL 000229620
Monterey City Disposal Service	10 Ryan Ranch Monterey, CA 93940	1,000 gallon	CAL 000177742
Sturdy Oil Company	1511 Abbott St Salinas, CA 93901	1,000 gallon	CAL 000139399
Moss Landing Harbor District	7881 Sandholdt Rd Moss Landing, CA 95039	400 gallon	CAL 000111787
Tn-Cities Disposal & Recycling Service	621 El Camino Real Greenfield, CA 93927	1,000 gallon	CAL 000181735
Monterey County Public Works	1171 San Miguel Canyon Rd. Royal Oaks, CA 95076	1,000 gallon	CAL000256410
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940	340 gallon	CAL 000141954
Woodward Marine	10932 Clam Way Moss Landing, CA 95039		CAL

FILTERS ONLY

TILILA ONLI	
Company	Address Address
Kragen Auto Parts	815 Broadway
	King City, CA
Kragen Auto Parts	250 Reservation Rd
	Marina, CA 93935
Kragen Auto Parts	989 North Main St
	Salinas, CA 93901
Kragen Auto Parts	43A South Sanborn Rd Salinas,
	CA 93905
Kragen Auto Parts	1219 South Main St
,	Salinas, CA 93901
Kragen Auto Parts	610 Williams Rd
	Salinas, CA 93905
Kragen Auto Parts	1720 Fremont Blvd
	Seaside, CA 93955
Kragen Auto Parts	2233 De La Rosa Sr St
	Soledad, CA 93960

MARINE FACILITIES	OIL ABSORBENT PADS
Company	Address
Moss Landing Harbor	7881 Sandhold Rd
	Moss Landing, CA 95039
Monterey Bay Boatworks	32 Cannery Row
	Monterey, CA 93940
Woodward Marine	10932 Clam Way
	Moss Landing, CA 95039

EXHIBIT C-1

TO STANDARD
AGREEMENT BY &
BETWEEN
COUNTY OF
MONTEREY AND
BAYSIDE OIL, II INC.

1. Subsection 8.01 of Section 8.0 INDEMNIFICATION is amended to read as follows:

8.0 INDEMNIFICATION

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

2. The subsection entitled "Business Automobile Liability Insurance" at Subsection 9.03. <u>Insurance Coverage Requirements</u> of Section <u>9.0</u> <u>INSURANCE REOUIREMENTS</u> is amended to read as follows:

Business Automobile Liability Insurance, covering motor vehicles, including scheduled, 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.

 Add subsection entitled, "Environmental Insurance and/or Pollution Legal Liability Coverage" at Subsection 9.03 Insurance Coverage Requirements of Section 9.0 INSURANCE REQUIREMENTS to read as follows: Environmental Insurance and/or Pollution Legal Liability Coverage, with a limit of not less than \$1,000,000 per occurrence, covering loss (including cleanup costs) related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims.

4. Add Section 16.0 HAZARDOUS MATERIALS to read as follows:

16.0 HAZARDOUS MATERIAL

16.01 Hazardous Materials: Transportation of any and all hazardous materials must be done in conformance with the Superfund Amendments and Reauthorization Act (SARA) Title III as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials transported pursuant to the performance of this AGREEMENT. CONTRACTOR understands that transportation of hazardous materials requires complete documentation and safety information as required by law. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. COUNTY does not take any responsibility for CONTRACTOR's improper packaging and/or transportation of any hazardous materials while in transit or storage pursuant to CONTRACTOR's performance of this AGREEMENT.

Bayside Oil II Inc. NTE \$295,000 7/1/19-6/30/2023

AMENDMENT No. 4 TO STANDARD AGREEMENT BY & BETWEEN COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.

This **AMENDMENT No. 4** is made to the Standard Agreement ("AGR EEM ENT") by and between Bayside Oil II, Inc. ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, on July 1, 2019, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for services related to the collection, hauling, and recycling of uncontaminated used motor oil, filters, and absorbent pads at designated collection center locations and marine facilities for the period July 1, 2019 through June 30, 2020; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1, dated June 17, 2020, to increase the amount by fifteen thousand dollars (\$15,000) for a total amount not to exceed seventy-five thousand dollars (\$75,000); and amended the Agreement to extend term through June 30, 2021; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2, dated January 29, 2021 to add funds in the amount of twenty thousand (\$20,000) dollars for an amount to exceed ninety-five thousand (\$95,000); replacing Exhibit A with Exhibit A-1 to update fees; and replacing Exhibit C with Exhibit C-1 to modify auto insurance requirements; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 3 to add funds in the amount of one hundred thousand (\$100,000) for an amount not to exceed one hundred ninety-five thousand (\$195,000) and extend the term through June 30, 2022; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to add funds in the amount of one hundred thousand (\$100,000) for an amount not to exceed two hundred ninety-five thousand (\$295,000), replacing Exhibit A-1 with Exhibit A-2 to update fees; and extend the term through June 30, 2023.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

Replace Section 2.0, PAYMENT PROVISIONS, with: County shall pay
Contractor in accordance with the payment provisions set forth in Exhibit A1 subject to the limitations set forth in this Agreement. The total amount
payable by County to Contractor under this Agreement is not to exceed the
sum of \$295,000.

Bayside Oil II Inc. NTE \$295,000 7/1/19-6/30/2023

- 2. Section 3, "TERM OF AGREEMENT", is amended to read as follows at 3.01: "The term of this Agreement is from July 1, 2019 through June 30, 2023 unless sooner terminated pursuant to the terms of this Agreement".
- 3. Exhibit A-1 shall be replaced by Exhibit A-2 as attached to this Amendment No.4.
- 4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the AGREEMENT.
- 5. A copy of this AMENDMENT No. 4 shall be attached to the original AGREEMENT dated July 20, 2019 and shall be incorporated therein as if fully set forth in the Agreement.
- 6. The recitals to this Amendment No. 4 are hereby incorporated by this reference.

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.

COUNTYOOFFINEMONTEREY	CONT	RACTOR*
By: Debra Wilson 7B741937AA0D41B Contracts/Purchasing Officer		BAYSIDE OIL II, INC. Contractor's Business Name
Date: 5/2/2022 3:01 PM PDT	By:	(Signature of Chair, President or Vice President)
		(Print Name and Title)
	Date:	3/8/22
Approved as to Form Office of the County Counsel-Risk	Ву:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Management med by: Mary Grace Perry Mary Grace Perry Mary Grace Perry Deputy County Counsel		Kin Glong Sec/CFO (Print Name and Title)

Bayside Oil II Inc. NTE \$295,000 7/1/19-6/30/2023

5/2/2022 2:51 PM PDT Date:	Date:	3/8/22	
Approved as to Fiscal Provisions Docusigned by:			
By: Gary Giboney Auditor/Controller			
Date: 5/2/2022 2:53 PM PDT			
Approved as to Indemnity and Insurance Office of the County Counsel-Risk Manag			
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.

Ex A-2 Bayside Oil, II Inc. NTE\$295,000 7/1/2019-6/30/2023

EXHIBIT A-2 TO STANDARD AGREEMENT BY & BETWEEN COUNTY OF MONTEREY AND BAYSIDE OIL, II INC.

Scope of Services/Payment Provisions

A. Scope of Services

A.1 The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the to the performance of work, asset forth below:

- 1. CONTRACTOR shall provide collection, hauling and recycling services of uncontaminated used oil and used oil filters atcenter locations listed on *Exhibit B*; CONTRACTOR shall ensure that filters are emptied of all free-flowing oil by verifying filters are punctured or crushed before hauling per State of California requirements under California Health and Safety Code, chapter 6.5, division 20, article 13, §25250.22, and California Code of Regulations title 22, division 4.5, §66266.130, any material considered hazardous shall be collected and hauled under proper guidelines, regulations, and laws as regulated by the State of California and such services shall be invoiced as noted in section B.
- 2. CONTRACTOR shall collect uncontaminated used oil and used oil filters upon request from a used oil location or from COUNTY staff and shall respond within 48 hours or 2 business days.
- 3. CONTRACTOR shall provide white oil absorbent pads to the marine facilities listed in Exhibit B.
- 4. CONTRACTOR shall provide each collection center and marine facility with a drum for the collection of filters and shall provide a replacement drum after each collection.

B. Payment Provisions

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed \$295,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or on accordance with the following terms:

CONTRACTOR shall bill COUNTY by the 15th day of each calendar month

Ex A-2 Bayside Oil, II Inc. NTE \$295,000 7/1/2019-6/30/2023

for work completed during the previous calendar month.

- CONTRACTOR shall submit a final invoice by July 15, 2023.
- COUNTY shall not pay for any work performed after June 30, 2023.
- CONTRACTOR shall provide EPA/ID number of used oil tank serviced on all invoices sent to COUNTY as provided in Exhibit B.
- CONTRACTOR shall reference work order numbers on all invoices to COUNTY.

COUNTY shall pay:

\$260.00 per drum for contaminated waste/oily debris; \$0.55 per Gal/Used Oil

\$45. 00 per used oil filter drum collection (no set-up fee charged).

\$260.00 per replacement drum for used oil absorbent pad collection.

\$102.00 per 100/bale - white oil pads - 15X18 AT100DP.

Replacement drum for used oil absorbent pads collection is included in the prices listed above.

\$40.00 E-manifest fee per project

Should COUNTY request verification of price fluctuations for the uncontaminated used oil collection (included Chlor-d Tech Test Fee), CONTRACTOR shall provide verification of change in writing.

COUNTY shall not pay for collection of contaminated oil or other hazardous wastes. CONTRACTOR shall send invoices for contaminated oil or other hazardous waste collection directly to center of collection.

The COUNTY may, at its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of the Agreement.

No payments in advance or in anticipation of services or supplies shall be provided by the COUNTY under this Agreement.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

STANDARD AGREEMENT BETWEEN MONTEREY COUNTY AND BAYSIDE OIL, II INC. EXHIBIT

COLLECTION CENTERS

OIL AND FILTERS

Company	Address	Tank size	EPA#
Waste Management (Public Tank)	11260 Commercial Pkwy Castroville, CA 95012	500 gallon	CAB 982508822 or CAD 981434277
Waste Management (Tank Inside Shop)	52654 Jolon Rd King City, CA 93930	280 gallon	CAD 982508830
BFI Waste Services of Salinas	271 Rianda St. Salinas, CA 93901	480 gallon	CAL 000229620
Monterey City Disposal Service	10 Ryan Ranch Monterey, CA 93940	1,000 gallon	CAL 000177742
Sturdy Oil Company	1511 Abbott St Salinas, CA 93901	1,000 gallon	CAL 000139399
Moss Landing Harbor District	7881 Sandholdt Rd Moss Landing, CA 95039	400 gallon	CAL 000111787
Monterey County Agricultural Commissioner's Office	522 N 2nd St King City, CA 93930	1,000 gallon	CAH 111001103
Monterey County Public Works	1171 San Miguel Canyon Rd. Royal Oaks, CA 95076	1,000 gallon	CAL000256410
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940	340 gallon	CAL 000141954
Woodward Marine	10932 Clam Way Moss Landing, CA 95039		CAL

FILTERS ONLY

	FILTERS ONLT	
Company	Address	
Kragen Auto Parts	815 Broadway	
	King City, CA	
Kragen Auto Parts	250 Reservation Rd	
	Marina, CA 93935	
Kragen Auto Parts	989 North Main St	
	Salinas, CA 93901	
Kragen Auto Parts	43A South Sanborn Rd Salinas,	
	CA 93905	
Kragen Auto Parts	1219 South Main St	
	Salinas, CA 93901	
Kragen Auto Parts	610 Williams Rd	
	Salinas, CA 93905	
Kragen Auto Parts	1720 Fremont Blvd	
	Seaside, CA 93955	
Kragen Auto Parts	2233 De La Rosa Sr St	
	Soledad, CA 93960	

MARINE FACILITIES	OIL ABSORBENT PADS
Company	Address
Moss Landing Harbor	7881 Sandhold Rd
	Moss Landing, CA 95039
Monterey Bay Boatworks	32 Cannery Row
	Monterey, CA 93940
Woodward Marine	10932 Clam Way
	Moss Landing, CA 95039

EXHIBIT C-1

TO STANDARD
AGREEMENT BY &
BETWEEN
COUNTY OF
MONTEREY AND
BAYSIDE OIL, II INC.

1. Subsection 8.01 of Section <u>8.0 INDEMNIFICATION</u> is amended to read as follows:

8.0 INDEMNIFICATION

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

2. The subsection entitled "Business Automobile Liability Insurance" at Subsection 9.03. <u>Insurance Coverage Requirements</u> of Section <u>9.0</u> INSURANCE REOUIREMENTS is amended to read as follows:

Business Automobile Liability Insurance, covering motor vehicles, including scheduled, 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.

Add subsection entitled, <u>"Environmental Insurance and/or Pollution Legal Liability Coverage"</u> at Subsection 9.03 <u>Insurance Coverage Requirements</u> of Section <u>9.0 INSURANCE REOUIREMENTS</u> to read as follows:

Environmental Insurance and/or Pollution Legal Liability Coverage, with a limit of not less than \$1,000,000 per occurrence, covering loss (including cleanup costs) related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims.

4. Add Section 16.0 HAZARDOUS MATERIALS to read as follows:

16.0 HAZARDOUS MATERIAL

16.01 Hazardous Materials: Transportation of any and all hazardous materials must be done in conformance with the Superfund Amendments and Reauthorization Act (SARA) Title III as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials transported pursuant to the performance of this AGREEMENT. CONTRACTOR understands that transportation of hazardous materials requires complete documentation and safety information as required by law. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. COUNTY does not take any responsibility for CONTRACTOR's improper packaging and/or transportation of any hazardous materials while in transit or storage pursuant to CONTRACTOR's performance of this AGREEMENT.

Bayside Oil II Inc. NTE \$195,000 7/1/19-6/30/2022

AMENDMENT No. 3 TO STANDARD AGREEMENT BY & BETWEEN COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.

This **AMENDMENT No. 3** is made to the Standard Agreement ("AGREEMENT") by and between Bayside Oil II, Inc. ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, on July 1, 2019, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for services related to the collection, hauling, and recycling of uncontaminated used motor oil, filters, and absorbent pads at designated collection center locations and marine facilities for the period July 1, 2019 through June 30, 2020; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1, dated June 17, 2020, to increase the amount by fifteen thousand dollars (\$15,000) for a total amount not to exceed seventy-five thousand dollars (\$75,000); and amended the Agreement to extend term through June 30, 2021; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 2, dated January 29, 2021 to add funds in the amount of twenty thousand (\$20,000) dollars for an amount to exceed ninety-five thousand (\$95,000); replacing Exhibit A with Exhibit A-1 to update fees; and replacing Exhibit C with Exhibit C-1 to modify auto insurance requirements; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to add funds in the amount of one hundred thousand (\$100,000) for an amount not to exceed one hundred ninety-five thousand (\$195,000).

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. Replace Section 2.0, PAYMENT PROVISIONS, with: County shall pay Contractor in accordance with the payment provisions set forth in Exhibit A-1 subject to the limitations set forth in this Agreement. The total amount payable by County to Contractor under this Agreement is not to exceed the sum of \$195,000.
- 2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the AGREEMENT.
- 3. A copy of this AMENDMENT No. 3 shall be attached to the original

Bayside Oil II Inc. NTE \$195,000 7/1/19-6/30/2022

AGREEMENT dated July 20, 2019 and shall be incorporated therein as if fully set forth in the Agreement.

4. The recitals to this Amendment No. 3 are hereby incorporated by this reference.

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: Michael Derr Contracts/Purchasing Officer	BAYSIDE OIL II, INC. Contractor's Business Name
Date:6/16/2021 3:29 PM PDT	By: (Signature of Chair, President or Vice President)
	(Print Name and Title)
	Date: 4/7/21
Approved as to Form and Legality Office of the County Counsel-Risk Management—DocuSigned by:	By: (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
By: Mary Grace Perry C83342767AC641A Mary Grace Perry Deputy County Counsel	<u>Kim Glun Sec/CFO</u> (Print Name and Title)
Date: 6/16/2021 3:10 PM PDT	Date: 4/7/21
Approved as to Fiscal Provisions Docusigned by:	
By: Gary Ghoney D38348FEC 108449 Auditor/Controller	
Date:6/16/2021 3:28 PM PDT	

Approved as to Indemnity and Insurance Provisions

Bayside Oil II Inc. NTE \$195,000 7/1/19-6/30/2022

Office of the County Counsel-Risk Management

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.

Ex A-1 Bayside Oil, II Inc. NTE\$195,000 7/1/2019-6/30/2022

EXHIBIT A-1 TO STANDARD AGREEMENT BY & BETWEEN COUNTY OF MONTEREY AND BAYSIDE OIL, II INC.

Scope of Services/Payment Provisions

A. Scope of Services

A.1 The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the to the performance of work, asset forth below:

- 1. CONTRACTOR shall provide collection, hauling and recycling services of uncontaminated used oil and used oil filters atcenter locations listed on *Exhibit B*; CONTRACTOR shall ensure that filters are emptied of all free-flowing oil by verifying filters are punctured or crushed before hauling per State of California requirements under California Health and Safety Code, chapter 6.5, division 20, article 13, §25250.22, and California Code of Regulations title 22, division 4.5, §66266.130, any material considered hazardous shall be collected and hauled under proper guidelines, regulations, and laws as regulated by the State of California and such services shall be invoiced as noted in section B.
- 2. CONTRACTOR shall collect uncontaminated used oil and used oil filters upon request from a used oil location or from COUNTY staff and shall respond within 48 hours or 2 business days.
- 3. CONTRACTOR shall provide white oil absorbent pads to the marine facilities listed in **Exhibit B**.
- 4. CONTRACTOR shall provide each collection center and marine facility with a drum for the collection of filters and shall provide a replacement drum after each collection.

B. Payment Provisions

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed \$195,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or on accordance with the following terms:

• CONTRACTOR shall bill COUNTY by the 15th day of each calendar month

Ex A-1 Bayside Oil, II Inc. NTE \$195,000 7/1/2019-6/30/2022

for work completed during the previous calendar month.

- CONTRACTOR shall submit a final invoice by July 15, 2022.
- COUNTY shall not pay for any work performed after June 30, 2022.
- CONTRACTOR shall provide EPA/ID number of used oil tank serviced on all invoices sent to COUNTY as provided in Exhibit B.
- CONTRACTOR shall reference work order numbers on all invoices to COUNTY.

COUNTY shall pay:

\$260.00 per drum for contaminated waste/oily debris; \$0.55 per Gal/Used Oil

\$45.00 per used oil filter drum collection (no set-up fee charged).

\$260.00 per replacement drum for used oil absorbent pad collection.

\$102.00 per 100/bale – white oil pads – 15X18 AT100DP.

Replacement drum for used oil absorbent pads collection is included in the prices listed above.

\$25.00 E-manifest fee per project

Should COUNTY request verification of price fluctuations for the uncontaminated used oil collection (included Chlor-d Tech Test Fee), CONTRACTOR shall provide verification of change in writing.

COUNTY shall not pay for collection of contaminated oil or other hazardous wastes. CONTRACTOR shall send invoices for contaminated oil or other hazardous waste collection directly to center of collection.

The COUNTY may, at its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of the Agreement.

No payments in advance or in anticipation of services or supplies shall be provided by the COUNTY under this Agreement.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

PROFESSIONAL SERVICES AGREEMENT BETWEEN MONTEREY COUNTY AND BAYSIDE OIL, INC.

EXHIBIT B

COLLECTION CENTERS

OIL AND FILTERS

Company	Address	Tank size	EPA#
Waste Management (Public Tank)	11260 Commercial Pkwy Castroville, CA 95012	500 gallon	CAB 982508822 or CAD 981434277
Waste Management	52654 Jolon Rd	280 gallon	CAD 982508830
(Tank Inside Shop) BFI Waste Services of Salinas	King City, CA 93930 271 Rianda St.	480 gallon	CAL 000229620
Monterey City Disposal Service	Salinas, CA 93901 10 Ryan Ranch	1,000 gallon	CAL 000177742
	Monterey, CA 93940		
Sturdy Oil Company	1511 Abbott St Salinas, CA 93901	1,000 gallon	CAL 000139399
Moss Landing Harbor District	7881 Sandholdt Rd Moss Landing, CA 95039	400 gallon	CAL 000111787
Monterey County Agricultural Commissioner's Office	522 N 2nd St King City, CA 93930	1,000 gallon	CAH 111001103
Monterey County Public Works	1171 San Miguel Canyon Rd. Royal Oaks, CA 95076	1,000 gallon	CAL000256410
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940	340 gallon	CAL 000141954
Woodward Marine	10932 Clam Way Moss Landing, CA 95039		CAL

FILTERS ONLY

Address
815 Broadway
King City, CA
250 Reservation Rd
Marina, CA 93935
989 North Main St
Salinas, CA 93901
43A South Sanborn Rd Salinas,
CA 93905
1219 South Main St
Salinas, CA 93901
610 Williams Rd
Salinas, CA 93905
1720 Fremont Blvd
Seaside, CA 93955
2233 De La Rosa Sr St
Soledad, CA 93960

MARINE FACILITIES	OIL ABSORBENT PADS				
Company	Address				
Moss Landing Harbor	7881 Sandhold Rd				
	Moss Landing, CA 95039				
Monterey Bay Boatworks	32 Cannery Row				
	Monterey, CA 93940				
Woodward Marine	10932 Clam Way				
	Moss Landing, CA 95039				

EXHIBIT C-1

TO STANDARD
AGREEMENT BY &
BETWEEN
COUNTY OF
MONTEREY AND
BAYSIDE OIL, II INC.

1. Subsection 8.01 of Section <u>8.0 INDEMNIFICATION</u> is amended to read as follows:

8.0 INDEMNIFICATION

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

2. The subsection entitled "Business Automobile Liability Insurance" at Subsection 9.03. <u>Insurance Coverage Requirements</u> of Section <u>9.0</u> <u>INSURANCE REQUIREMENTS</u> is amended to read as follows:

Business Automobile Liability Insurance, covering motor vehicles, including scheduled, 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.

 Add subsection entitled, "Environmental Insurance and/or Pollution Legal Liability Coverage" at Subsection 9.03 Insurance Coverage Requirements of Section 9.0 INSURANCE REQUIREMENTS to read as follows: Environmental Insurance and/or Pollution Legal Liability Coverage, with a limit of not less than \$1,000,000 per occurrence, covering loss (including cleanup costs) related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims.

4. Add Section 16.0 HAZARDOUS MATERIALS to read as follows:

16.0 HAZARDOUS MATERIAL

16.01 Hazardous Materials: Transportation of any and all hazardous materials must be done in conformance with the Superfund Amendments and Reauthorization Act (SARA) Title III as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials transported pursuant to the performance of this AGREEMENT. CONTRACTOR understands that transportation of hazardous materials requires complete documentation and safety information as required by law. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. COUNTY does not take any responsibility for CONTRACTOR's improper packaging and/or transportation of any hazardous materials while in transit or storage pursuant to CONTRACTOR's performance of this AGREEMENT.

Legistar File ID No. A 21-238 Agenda Item No. 40



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 Chris Lopez, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-13862; Amendment No.: 3

Approve and authorize the Contracts/Purchasing Officer or designee to sign Amendment No. 3 to the Agreement between the County and Bayside Oil II, Inc. for used oil and filter collection, hauling, and recycling to add \$100,000 to the Agreement for an amount not to exceed \$195,000 and to extend the term of the Agreement to June 30, 2022 in connection with a grant for the County's Used Oil and Filter Collection and Recycling Program.

PASSED AND ADOPTED on this 8th day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 8, 2021.

Dated: June 14, 2021 File ID: A 21-238 Agenda Item No.: 40 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Julian Lorenzana, Deputy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2020

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).

201/504.050	OFFICIAL AND AND AND AND AND AND AND AND AND AND	DEVIOLEN AND		
		INSURER F:		
		INSURER E:		
Santa Cruz CA 95060		INSURER D:		
Bayside Oil II, Inc. 210 Encinal Street		INSURER c : Insurance Company of the West		27847
NSURED	BAYSOIL-01	INSURER B: Arch Insurance Company		11150
		INSURER A: Beazley Group		
		INSURER(S) AFFORDING COVERAGE		NAIC#
Sacramento CA 95864	2 200	E-MAIL ADDRESS: Carol.Dunn@hubinternational.com		
HUB International Insurance Ser 3636 American River Drive, Suit	200	PHONE (A/C, No, Ext): 916-480-4182	FAX (A/C, No): 916-993-7282	
PRODUCER		CONTACT NAME: Carol Dunn		
PODUCED		CONTACT		

COVERAGES CERTIFICATE NUMBER: 1895517377 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL S		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Χ	COMMERCIAL GENERAL LIABILITY	Υ		ENF 0003744-02	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
								MED EXP (Any one person)	\$ 5,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	Х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
В	AUT	OMOBILE LIABILITY	Υ		FBCAT0463301	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	Х	HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α		UMBRELLA LIAB X OCCUR			ENX 0000306-02	10/1/2020	10/1/2021	EACH OCCURRENCE	\$2,000,000
	Х	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$2,000,000
		DED RETENTION\$							\$
С		KERS COMPENSATION EMPLOYERS' LIABILITY			WSA 5043470 02	10/1/2020	10/1/2021	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A					E.L. EACH ACCIDENT	\$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
А	Pollu	ution Liability			ENF 0003744-02	10/1/2020	10/1/2021	Per Claim Limit Per Aggregate	\$1,000,000 \$2,000,000
l									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Work performed by the named insured under written contract for the certificate holder.

Additional Insured: The County of Monterey, its officers, agents, and employees as required by written contract.

Forms: CG2001 0413, CG2010 0704, CG2037 0704, FAIC-SKLBUS-AUE 0601

CERTIFICATE HOLDER	CANCELLATION

County of Monterey Environmental Health Dept. 1270 Natividad Rd. Salinas CA 93906 93940 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

1 10

Certain Underwriters at Lloyds			
Unique Market Reference Bo868PFDBA1804040			
effective date of this endorsement: policy number: ENF 0003744-02			
10/01/2020	Endorsement Number: 05		
ADDITIONAL INSURED – OWNERS, LESSORS OR CONTRACTORS – COMPLETED OPERATIONS			

In consideration of an additional premium of \$0, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations		
Organization(s).	Operations		
Where required by written contract	Where required by written contract		
Information required to complete this Schedule, if not shown above, will be shown in the			
Declarations.			

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Certain Underwriters at Lloyds		
Unique Market Reference Bo868PFDBA1804040		
effective date of this endorsement: policy number: ENF 0003744-02		
10/01/2020 Endorsement Number: 04		
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION		

In consideration of an additional premium of \$0, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations	
Where required by written contract	Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the		
Declarations.		

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1. Your acts or omissions; or
- 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

CG 20 10 07 04

©Insurance Services Office, Inc.

Page

1

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy Number FBCAT0463301

ENDORSEMENT

ARCH INSURANCE COMPANY

Named Insured BAYSIDE OIL II, INC

Effective Date: 10-01-20

12:01 A.M., Standard Time

Agent Name Agent No. FR001

BLANKET ADDITIONAL INSURED ENDORSEMENT

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM MOTOR CARRIER COVERAGE FORM TRUCKERS COVERAGE FORM

WITH RESPECT TO COVERAGE PROVIDED BY THIS ENDORSEMENT, THE PROVISIONS OF THE COVERAGE FORM APPLY UNLESS MODIFIED BY THE ENDORSEMENT.

THIS ENDORSEMENT IS EFFECTIVE ON THE INCEPTION DATE OF THE POLICY UNLESS ANOTHER DATE IS INDICATED BELOW.

SECTION II - LIABILITY COVERAGE, 1. WHO IS AN INSURED IS AMENDED TO INCLUDE AS AN "INSURED" ANY PERSON, ORGANIZATION, TRUSTEE, ESTATE OR GOVERNMENTAL ENTITY TO WHOM OR TO WHICH THE NAMED INSURED HAS CONSENTED, BY VIRTUE OF A WRITTEN AGREEMENT OR BY THE ISSUANCE OR EXISTENCE OF A PERMIT TO PROVIDE INSURANCE SUCH AS IS AFFORDED BY THIS POLICY, BUT ONLY WITH RESPECT TO THEIR LEGAL LIABILITY FOR ACTS OR OMISSIONS OF A PERSON FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY. YOU ARE AUTHORIZED TO ACT FOR THE ADDITIONAL INSURED NAMED IN THE SCHEDULE IN ALL MATTERS PERTAINING TO THIS INSURANCE.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Certain Underwriters at Lloyds
Unique Market Reference Bo868PFDBA1804040

effective date of this endorsement: policy number: ENF 0003744-02

10/01/2020 Endorsement Number: 03

PRIMARY/NON-CONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

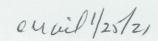
All other terms and conditions of this Policy remain unchanged.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.



Bayside Oil II Inc. NTE \$95,000 7/1/19-6/30/2021

AM ENDMENT No. 2 TO STANDARD AGREEMENT BY & BETWEEN COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.

This **AMENDMENT No. 2** is made to the Standard Agreement ("AGREEMENT") by and between Bayside Oil II, Inc. ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, on July 1, 2019, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for services related to the collection, hauling, and recycling of uncontaminated used motor oil, filters, and absorbent pads at designated collection center locations and marine facilities for the period July 1, 2019 through June 30, 2020; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 1, dated June 17, 2020, to increase the amount by fifteen thousand dollars (\$15,000) for a total amount not to exceed seventy-five thousand dollars (\$75,000); and amended the Agreement to extend term through June 30, 2021; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to add funds in the amount of twenty thousand (\$20,000) dollars for an amount to exceed ninety-five thousand (\$95,000); replace Exhibit A with Exhibit A-1 to update fees; and replace Exhibit C with Exhibit C-1 to modify auto insurance requirements.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- Replace Section 2.0, PAYMENT PROVISIONS, with: County shall pay
 Contractor in accordance with the payment provisions set forth in Exhibit A1 subject to the limitations set forth in this Agreement. The total amount
 payable by County to Contractor under this Agreement is not to exceed the
 sum of \$95,000.
- 2. Exhibit A shall be replaced by Exhibit A-1 as attached to this Amendment No. 2.
- 3. Exhibit C shall be replaced with Exhibit C-1 as attached to this Amendment No. 2.
- 4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.
- 5. A copy of this AMENDMENT No. 2 shall be attached to the original

Bayside Oil II Inc. NTE \$95,000 7/1/19-6/30/2021

AGREEMENT dated July 20, 2019 and shall be incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 2 are hereby incorporated by this reference.

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.

	RACTOR*
Supervisor	BAYSIDE OIL II, INC.
	Contractor's Business Name
By:	X6 len
•	(Signature of Chair, President or Vice President)
	Kim Glenn Pres
	(Print Name and Title)
Date:	1/25/21
Bv:	Holen.
	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
	Kim Glenn Sec.
	(Print Name and Title)
Date:	1/25/21
	Ву:

Approved as to Indemnity and Insurance Provisions

Ex A Bayside Oil, II Inc. NTE \$95,000 5/20/14-6/30/21

EXHIBIT A-1 TO STANDARD AGREEMENT BY & BETWEEN COUNTY OF MONTEREY AND BAYSIDE OIL, II INC.

Scope of Services/Payment Provisions

A. Scope of Services

A.1 The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the to the performance of work, as set forth below:

- 1. CONTRACTOR shall provide collection, hauling and recycling services of uncontaminated used oil and used oil filters at center locations listed on *Exhibit B*; CONTRACTOR shall ensure that filters are emptied of all free-flowing oil by verifying filters are punctured or crushed before hauling per State of California requirements under California Health and Safety Code, chapter 6.5, division 20, article 13, §25250.22, and California Code of Regulations title 22, division 4.5, §66266.130; any material considered hazardous shall be collected and hauled under proper guidelines, regulations, and laws as regulated by the State of California and such services shall be invoiced as noted in section B.
- 2. CONTRACTOR shall collect uncontaminated used oil and used oil filters upon request from a used oil location or from COUNTY staff and shall respond within 48 hours or 2 business days.
- 3. CONTRACTOR shall provide white oil absorbent pads to the marine facilities listed in **Exhibit B**.
- CONTRACTOR shall provide each collection center and marine facility with a drum for the collection of filters and shall provide a replacement drum after each collection.

B. Payment Provisions

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed \$95,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or on accordance with the following terms:

CONTRACTOR shall bill COUNTY by the 15th day of each calendar month

Ex A Bayside Oil, II Inc. NTE \$95,000 5/20/14-6/30/21

for work completed during the previous calendar month.

- CONTRACTOR shall submit a final invoice by July 15, 2021.
- COUNTY shall not pay for any work performed after June 30, 2021.
- CONTRACTOR shall provide EPA/ID number of used oil tank serviced on all invoices sent to COUNTY as provided in Exhibit B.
- CONTRACTOR shall reference work order numbers on all invoices to COUNTY.

COUNTY shall pay:

\$260.00 per drum for contaminated waste/oily debris; \$0.55 per Gal/Used Oil

\$45. 00 per used oil filter drum collection (no set-up fee charged).

\$260.00 per replacement drum for used oil absorbent pad collection.

\$102.00 per 100/bale - white oil pads - 15X18 AT100DP.

Replacement drum for used oil absorbent pads collection is included in the prices listed above.

\$25.00 E-manifest fee per project

Should COUNTY request verification of price fluctuations for the uncontaminated used oil collection (included Chlor-d Tech Test Fee), CONTRACTOR shall provide verification of change in writing.

COUNTY shall not pay for collection of contaminated oil or other hazardous wastes. CONTRACTOR shall send invoices for contaminated oil or other hazardous waste collection directly to center of collection.

The COUNTY may, at its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of the Agreement.

No payments in advance or in anticipation of services or supplies shall be provided by the COUNTY under this Agreement.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

DocuSign Envelope ID: 5D5B48FE-584B-47FF-8C01-B2279F116C03

PROFESSIONAL SERVICES AGREEMENT BETWEEN MONTEREY COUNTY AND BAYSIDE OIL, INC. EXHIBIT [15]

COLLECTION CENTERS

OIL AND FILTERS

Company	1 Address	Tanksize	EPA#
Waste Management (Public Tank)	11260 Commercial Pkwy Castroville, CA 95012	500 gallon	CAB 982508822 or CAD 981434277
Waste Management (Tank Inside Shop)	52654 Jolon Rd King City, CA 93930	280 gallon	CAD 982508830
BFI Waste Services of Salinas	271 Rianda St. Salinas, CA 93901	480 gallon	CAL 000229620
Monterey City Disposal Service	10 Ryan Ranch Monterey, CA 93940	1,000 gallon	CAL 000177742
Sturdy Oil Company	11511 Abbott St Salinas, CA 93901	1,000 gallon	CAL 000139399
Moss Landing Harbor District	7881 Sandholdt Rd Moss Landing, CA 95039	400 galion	CAL 000111787
Monterey County Agricultural Commissioner's Office	522 N 2nd St King City, CA 93930	1,000 gallon	CAH 111001103
Monterey County Public Works	1171 San Miguel Canyon Rd. Royal Oaks, CA 95076	1,000 gallon	CAL000256410
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940	340 gallon	CAL 000141954
Woodward Marine	10932 Clam Way Moss Landing, CA 95039	TOTAL TOTAL TO SECURE OF THE S	CAL.

FILTERS ONLY

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Company	ACCOSS
Kragen Auto Parts	1815 Broadway
	King City, CA
Kragen Auto Paris	250 Reservation Rd
	Marina, CA 93935
Kragen Auto Parts	989 North Main St
	Salinas, CA 93901
Kragen Auto Parts	43A South Sanorn Rd Salinas,
	CA 93905
Kragen Auto Parts	1219 South Main St
	Salinas, CA 93901
Kragen Auto Parts	610 Williams Ro
	Salinas, CA 93905
Kragen Auto Parts	1720 Fremont Blvd
	Seaside, CA 93955
Kragen Auto Parts	2233 De La Rosa Sr St
	Soledad, CA 93960

MARINE FACILITIES	OLASSORBENT PADS
Company	Address
Moss Landing Harbor	[788] Sandhold Rd
	Moss Landing, CA 95039
Monterey Bay Boatworks	S2 Cannery Row
	Monterey, CA 93940
Woodward Marine	10032 CBM Way
	Moss Landing, CA 95039

EXHIBIT C-1

TO STANDARD
AGREEMENT BY &
BETWEEN
COUNTY OF
MONTEREY AND
BAYSIDE OIL, II INC.

1. Subsection 8.01 of Section 8.0 INDEMNIFICATION is amended to read as follows:

8.0 INDEMNIFICATION

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

 The subsection entitled "Business Automobile Liability Insurance" at Subsection 9.03 Insurance Coverage Requirements of Section 9.0 INSURANCE RECUREMENTS is amended to read as follows:

Business Automobile Liability Insurance, covering motor vehicles, including scheduled, 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.

3. Add subsection entitled, "Environmental Insurance and/or Pollution Legal Liability Coverage" at Subsection 9.03 Insurance Coverage Requirements of Section 9.0 INSURANCE REQUIREMENTS to read as follows:

Environmental Insurance and/or Pollution Legal Liability Coverage, with a limit of not less than \$1,000,000 per occurrence, covering loss (including cleanup costs) related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims.

4. Add Section 16.9 HAZARDOUS MATERIALS to read as follows:

16.0 HAZARDOUS MATERIAL

16.01 Hazardous Materials: Transportation of any and all hazardous materials must be done in conformance with the Superfund Amendments and Reauthorization Act (SARA) Title III as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials transported pursuant to the performance of this AGREEMENT. CONTRACTOR understands that transportation of hazardous materials requires complete documentation and safety information as required by law. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. COUNTY does not take any responsibility for CONTRACTOR's improper packaging and/or transportation of any hazardous materials while in transit or storage pursuant to CONTRACTOR's performance of this AGREEMENT.

16.01 Hazardous Materials: Transportation of any and all hazardous materials must be done in conformance with the Superfund Amendments and Reauthorization Act (SARA) Title III as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials transported pursuant to the performance of this AGREEMENT. CONTRACTOR understands that transportation of hazardous materials requires complete documentation and safety information as required by law. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. COUNTY does not take any responsibility for CONTRACTOR's improper packaging and/or transportation of any hazardous materials while in transit or storage pursuant to CONTRACTOR's performance of this AGREEMENT.

Bayside Oil II Inc. NTE \$75,000 7/1/19-6/30/2021

AMENDMENT No. 1 TO STANDARD AGREEMENT BY & BETWEEN COUNTY OF MONTEREY AND BAYSIDE OIL II, INC.

This **AMENDMENT No. 1** is made to the Standard Agreement ("AGREEMENT") by and between Bayside Oil II, Inc. ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, on July 1, 2019, County and CONTRACTOR entered into a STANDARD AGREEMENT (AGREEMENT) for services related to the collection, hauling, and recycling of uncontaminated used motor oil, filters, and absorbent pads at designated collection center locations and marine facilities for the period July 1, 2019 through June 30, 2020; and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to increase the amount by fifteen thousand dollars (\$15,000) for a total amount not to exceed seventy-five thousand dollars (\$75,000); and

WHEREAS, COUNTY and CONTRACTOR wish to amend the Agreement to extend term through June 30, 2021; and

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

- 1. Replace Section 2.0, PAYMENT PROVISIONS, with: County shall pay 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 is not to exceed the sum of \$75,000.
- 2. Replace Section 3.0, TERM OF THE AGREEMENT, with: The Term of the Agreement is from July 1, 2019 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both County and Contractor and with County signing last, and Contractor may not commence work before County signs this Agreement.
- 3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
- 4. The recitals to this Amendment No. 1 are hereby incorporated by this reference.

Bayside Oil II Inc. NTE \$75,000 7/1/19-6/30/2021

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	CONTR	ACTOR*
By:		BAYSIDE OIL II, INC.
Contracts/Purchasing Officer		Contractor's Business Name
Date:	Ву:	(Signature of Chair, President or Vice President)
DocuSigned by: C7A30BA59CA8423	_	Kim Clain Pres (Print Name and Title)
Elsa Jimenez Director of Health	Date: _	5/29/2020
6/17/2020 11:13 AM PDT	By:	(Signature of Secretary, Asst. Secretary, CFO,
Approved as to Form and Legality Office of the County Counsel-Risk Manager Meritipned by:	,	Treasurer or Asst. Treasurer)
By: Mary Grace Perry: PerryM@co.mon Mary Grace Perry Deputy County Counsel	terey.ca.us —	(Print Name and Title)
6/16/2020 10:53 AM PDT Date:	Date: _	129/2020
Approved as to Fiscal Provisions DocuSigned by:		
By: Burcu Mousa 811C333563B9474 Auditor/Controller		
Date:6/16/2020 1:46 PM PDT		
Approved as to Indemnity and Insurance Pr Office of the County Counsel-Risk Manager		
By: Risk Management		
Date:		

Bayside Oil II Inc. NTE \$75,000 7/1/19-6/30/2021

*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.

COUNTY OF MONTEREY STANDARD AGREEMENT (NOT TO EXCEED \$100,000)

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: Bayside Oil II, Inc.
(hereinafter "CONTRACTOR").
In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:
1.0 GENERAL DESCRIPTION.
1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:
Provide services related to the collection, hauling, and recycling of uncontaminated used motor oil, filters, and absorbent pads at designated collection center locations and marine facilities.
2.0 PAYMENT PROVISIONS.
2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A , subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$50,000
3.0 TERM OF AGREEMENT.
3.01 The term of this Agreement is from July 1, 2019 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.
4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.
4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A Scope of Services/Payment Provisions Exhibit B Collection Centers Exhibit C Modifications to Sections 8.0 INDEMNIFICATION, 9.0 INSURANCE REQUIREMENTS, and add section 16.0 HAZARDOUS MATERIALS

Agreement ID:

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 herein. 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 <u>TERMINATION.</u>

- 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

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CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

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 <u>not</u> 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 <u>Insurance Coverage Requirements:</u> 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:

<u>Commercial General Liability Insurance</u>, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

- CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 <u>County Records.</u> 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.
- Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

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be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

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

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Rob Durham, MA III	Kim Glenn, President
Name and Title	Name and Title
1270 Natividad Rd. Salinas, Ca. 93906	210 Encinal St. Santa Cruz, Ca. 95060
Address	Address
831-755-8979	831-427-3773
Phone	Phone

15.0 <u>MISCELLANEOUS PROVISIONS.</u>

- 15.01 <u>Conflict of Interest.</u> CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 <u>Amendment.</u> 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 <u>Contractor.</u> 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 <u>Disputes.</u> CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 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 <u>Successors and Assigns.</u> 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 <u>Compliance with Applicable Law.</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 <u>Headings.</u> The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is of the Essence.</u> 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 <u>Non-exclusive Agreement.</u> 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 <u>Construction of Agreement.</u> 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 <u>Counterparts.</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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- 15.15 <u>Authority.</u> 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 <u>Integration.</u> 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 <u>Interpretation of Conflicting Provisions.</u> In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----This section left blank intentionally-----

16.0 SIGNATURE PAGE.

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

	COUNTY OF MONTEREY		CONTRACTOR
Ву:	Contracts/Purchasing Officer		Bayside Oil, Inc. II Contractor's Business Name*
Date:	9/12/19		Contractor's Business Name*
Ву:	Department Head (if applicable)	Ву:	(Signature of Chair, President, or
Date:	Department Head (It applicable)		Vice-President)*
Approved as	to Foffal		Name and Title
By:	han Sag / Som	Date:	
Date:	7-10-19	By:	XColema .
	MARY GRACE PERRY	ω,.	(Signature of Secretary, Asst. Secretary, CFO,
	to Fiscal Provisions		Treasurer or Asst. Treasurer)* Kin Clin
Ву:	Auditor/Gontroller		Name and Title
Date:	<u> </u>	Date:	Sec.
Approved as t	to Liability Provisions ³	,	
Ву:			
Date:	Risk Management		

^{*}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.

Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT A TO STANDARD AGREEMENT BY & BETWEEN COUNTY OF MONTEREY AND BAYSIDE OIL, II INC.

Scope of Services/Payment Provisions

A. Scope of Services

A.1 The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the to the performance of work, as set forth below:

- 1. CONTRACTOR shall provide collection, hauling and recycling services of uncontaminated used oil and used oil filters at center locations listed on *Exhibit B*; CONTRACTOR shall ensure that filters are emptied of all free-flowing oil by verifying filters are punctured or crushed before hauling per State of California requirements under California Health and Safety Code, chapter 6.5, division 20, article 13, §25250.22, and California Code of Regulations title 22, division 4.5, §66266.130; any material considered hazardous shall be collected and hauled under proper guidelines, regulations, and laws as regulated by the State of California and such services shall be invoiced as noted in section B.
- 2. CONTRACTOR shall collect uncontaminated used oil and used oil filters upon request from a used oil location or from COUNTY staff and shall respond within 48 hours or 2 business days.
- 3. CONTRACTOR shall provide white oil absorbent pads to the marine facilities listed in **Exhibit B**.
- 4. CONTRACTOR shall provide each collection center and marine facility with a drum for the collection of filters and shall provide a replacement drum after each collection.

B. Payment Provisions

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed \$50,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or on accordance with the following terms:

CONTRACTOR shall bill COUNTY by the 15th day of each calendar month

for work completed during the previous calendar month.

- CONTRACTOR shall submit a final invoice by July 15, 2020.
- COUNTY shall not pay for any work performed after June 30, 2020.
- CONTRACTOR shall provide EPA/ID number of used oil tank serviced on all invoices sent to COUNTY as provided in Exhibit B.
- CONTRACTOR shall reference work order numbers on all invoices to COUNTY.

COUNTY shall pay:

\$260.00 per drum for contaminated waste/oily debris

\$45. 00 per used oil filter drum collection (no set-up fee charged).

\$260.00 per replacement drum for used oil absorbent pad collection.

\$102.00 per 100/bale – white oil pads – 15X18 AT100DP.

Replacement drum for used oil absorbent pads collection is included in the prices listed above.

\$15.00 E-manifest fee per project

Should COUNTY request verification of price fluctuations for the uncontaminated used oil collection (included Chlor-d Tech Test Fee), CONTRACTOR shall provide verification of change in writing.

COUNTY shall not pay for collection of contaminated oil or other hazardous wastes. CONTRACTOR shall send invoices for contaminated oil or other hazardous waste collection directly to center of collection.

The COUNTY may, at its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of the Agreement.

No payments in advance or in anticipation of services or supplies shall be provided by the COUNTY under this Agreement.

DISALLOWED COSTS: The CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

PROFESSIONAL SERVICES AGREEMENT BETWEEN MONTEREY COUNTY AND BAYSIDE OIL, INC.

EXHIBIT B COLLECTION CENTERS

OULLE MON OLIVI

വ		FILTERS	٠
VIL	AIVL	FILICIS	

Company	Address	Tank size	EPA#
Waste Management (Public Tank)	11260 Commercial Pkwy Castroville, CA 95012	500 gallon	CAB 982508822 or CAD 981434277
Waste Management (Tank Inside Shop)	52654 Jolon Rd King City, CA 93930	280 gallon	CAD 982508830
BFI Waste Services of Salinas	271 Rianda St. Salinas, CA 93901	480 gallon	CAL 000229620
Monterey City Disposal Service	10 Ryan Ranch Monterey, CA 93940	1,000 gallon	CAL 000177742
Sturdy Oil Company	1511 Abbott St Salinas, CA 93901	1,000 gallon	CAL 000139399
Moss Landing Harbor District	7881 Sandholdt Rd Moss Landing, CA 95039	400 gallon	CAL 000111787
Monterey County Agricultural Commissioner's Office	522 N 2nd St King City, CA 93930	1,000 gallon	CAH 111001103
Monterey County Public Works	1171 San Miguel Canyon Rd. Royal Oaks, CA 95076	1,000 gallon	CAL000256410
Monterey Bay Boatworks	32 Cannery Row Monterey, CA 93940	340 gallon	CAL 000141954
Woodward Marine	10932 Clam Way Moss Landing, CA 95039		CAL.

FILTERS ONLY

Address
815 Broadway
King City, CA
250 Reservation Rd
Marina, CA 93935
989 North Main St
Salinas, CA 93901
43A South Sanborn Rd Salinas,
CA 93905
1219 South Main St
Salinas, CA 93901
610 Williams Rd
Salinas, CA 93905
1720 Fremont Blvd
Seaside, CA 93955
2233 De La Rosa Sr St
Soledad, CA 93960

MARINE FACILITIES	OIL ABSORBENT PADS	
Company	Address	
Moss Landing Harbor	7881 Sandhold Rd	
	Moss Landing, CA 95039	
Monterey Bay Boatworks	32 Cannery Row	
	Monterey, CA 93940	
Woodward Marine	10932 Clam Way	
	Moss Landing, CA 95039	

EXHIBIT C

TO STANDARD
AGREEMENT BY &
BETWEEN
COUNTY OF
MONTEREY AND
BAYSIDE OIL, II INC.

1. Subsection 8.01 of Section **8.0 INDEMNIFICATION** is amended to read as follows:

8.0 INDEMNIFICATION

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

2. The subsection entitled "Business Automobile Liability Insurance" at Subsection 9.03. Insurance Coverage Requirements of Section 9.0 INSURANCE REQUIREMENTS is amended to read as follows:

Business Automobile Liability Insurance. covering all motor vehicles, including owned, 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.

3. Add subsection entitled, "Environmental Insurance and/or Pollution Legal Liability Coverage" at Subsection 9.03 Insurance Coverage Requirements of Section 9.0 INSURANCE REQUIREMENTS to read as follows:

Environmental Insurance and/or Pollution Legal Liability Coverage, with a limit of not less than \$1,000,000 per occurrence, covering loss (including cleanup costs) related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims.

4. Add Section 16.0 HAZARDOUS MATERIALS to read as follows:

16.0 HAZARDOUS MATERIAL

16.01 Hazardous Materials: Transportation of any and all hazardous materials must be done in conformance with the Superfund Amendments and Reauthorization Act (SARA) Title III as amended. Appropriate documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials transported pursuant to the performance of this AGREEMENT. CONTRACTOR understands that transportation of hazardous materials requires complete documentation and safety information as required by law. COUNTY shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. COUNTY does not take any responsibility for CONTRACTOR's improper packaging and/or transportation of any hazardous materials while in transit or storage pursuant to CONTRACTOR's performance of this AGREEMENT.



Monterey County

Item No.18

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

September 20, 2022

Board Report

Legistar File Number: A 22-490

Introduced: 9/1/2022 Current Status: Department of Social

Services - Consent

Version: 1 Matter Type: BoS Agreement

Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a funding Agreement with the California Department of Aging in the amount of \$973,557 for services to seniors retroactive to July 1, 2022, for the term of July 1, 2022 through December 31, 2024, and to sign any and all amendments to the Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a funding Agreement with the California Department of Aging in the amount of \$973,557 for services to seniors retroactive to July 1, 2022, for the term of July 1, 2022 through December 31, 2024, and to sign any and all amendments to the Agreement.

SUMMARY/DISCUSSION:

The Older Adults Recovery and Resilience (OARR) funding for the Older Californians Nutrition Program (OCNP) and intergenerational activities provides \$20.7 million statewide of one-time funding over three years, to Area Agencies on Aging (AAAs) to strengthen older adult's recovery and resilience from the severe isolation and health impacts of the COVID-19 pandemic.

The OARR funding is intended to support AAAs, their Nutrition Program service providers and others in developing partnerships and efforts for the implementation of intergenerational activities that connect OCNP participants with younger generations.

Additionally, due to the pandemic, the need for home-delivered, nutritious meals has increased dramatically. The OARR funding is also intended to support AAAs and their service providers in serving more meals to more older adults to help bridge the significant food gap that exists statewide.

The Monterey County AAA plans to utilize its allocation of the OARR funding in the amount of \$973,557, to provide more meals to more older adults and create intergenerational activities that promote greater understanding and respect between generations, build healthy relationships and bonds between family members, and support the goal of connecting older adults with children, youth, and adults. Examples of activities that Monterey County AAA plans to implement include, but are not limited to, the following:

Develop partnerships and collaborative efforts with programs serving children to foster

intergenerational connections between older adults and children.

- Collaborate with programs serving meals to children to promote intergenerational socialization among the participants.
- Develop intergenerational cooking demonstrations or classes to support and promote healthy eating habits and nutritional education.
- Host in-person companion luncheons for OCNP participants to socialize with children, youths, or adults while enjoying a meal.

This agreement is coming to the Board after the effective date as the Department just recently received it from the State.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the agreement as to form.

FINANCING:

This agreement allocates \$973,557 to the Department. The Department has received support from the Budget Committee on August 31, 2022 for the requested appropriation increases and will be returning to the Board on September 20, 2022 with a separate report that will include this allocation for Social Services - Area Agency on Aging's Budget Unit 001-5010-SOC010.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working towards the goals of improving health and quality of life outcomes by access to resources and individualized assistance to residents of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives

Economic Development
Administration
X Health & Human Services
Infrastructure
Public Safety
Prepared by: Marleen Bush, Management Analyst, x3342 Approved by: Lori A. Medina, Director, x4430

Attachment: Agreement

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-490

Introduced: 9/1/2022

Version: 1

Current Status: Agenda Ready

Matter Type: BoS Agreement

Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a funding Agreement with the California Department of Aging in the amount of \$973,557 for services to seniors retroactive to July 1, 2022, for the term of July 1, 2022 through December 31, 2024, and to sign any and all amendments to the Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and authorize the Director or Assistant Director of the Department of Social Services to sign a funding Agreement with the California Department of Aging in the amount of \$973,557 for services to seniors retroactive to July 1, 2022, for the term of July 1, 2022 through December 31, 2024, and to sign any and all amendments to the Agreement.

SUMMARY/DISCUSSION:

The Older Adults Recovery and Resilience (OARR) funding for the Older Californians Nutrition Program (OCNP) and intergenerational activities provides \$20.7 million statewide of one-time funding over three years, to Area Agencies on Aging (AAAs) to strengthen older adult's recovery and resilience from the severe isolation and health impacts of the COVID-19 pandemic.

The OARR funding is intended to support AAAs, their Nutrition Program service providers and others in developing partnerships and efforts for the implementation of intergenerational activities that connect OCNP participants with younger generations.

Additionally, due to the pandemic, the need for home-delivered, nutritious meals has increased dramatically. The OARR funding is also intended to support AAAs and their service providers in serving more meals to more older adults to help bridge the significant food gap that exists statewide.

The Monterey County AAA plans to utilize its allocation of the OARR funding in the amount of \$973,557, to provide more meals to more older adults and create intergenerational activities that promote greater understanding and respect between generations, build healthy relationships and bonds between family members, and support the goal of connecting older adults with children, youth, and adults. Examples of activities that Monterey County AAA plans to implement include, but are not limited to, the following:

Develop partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children. Collaborate with programs serving meals to children to promote intergenerational socialization among the participants.

Host in-person companion luncheons for OCNP participants to socialize with children, youths, or adults while enjoying a meal.

This agreement is coming to the Board after the effective date as the Department just recently received it from the State.

OTHER AGENCY INVOLVEMENT:

County Counsel has approved the agreement as to form.

FINANCING:

This agreement allocates \$973,557 to the Department. The Department has received support from the Budget Committee on August 31, 2022 for the requested appropriation increases and will be returning to the Board on September 20, 2022 with a separate report that will include this allocation for Social Services - Area Agency on Aging's Budget Unit 001-5010-SOC010.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This Agreement correlates to the Health & Human Services Strategic Initiative adopted by the Board of Supervisors by working towards the goals of improving health and quality of life outcomes by access to resources and individualized assistance to residents of Monterey County.

Mark a check to the related Board of Supervisors Strategic Initiatives:

	Economic Development
	Administration
X	Health & Human Services
	Infrastructure
	Public Safety

Prepared by: Marleen Bush, Management Analyst, x3342

Beck Com Jr Win A. Medins
Approved by: Lori A. Medina, Director, x4430

Attachment: Agreement

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF AGING 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 www.aging.ca.gov TEL 916-419-7500 FAX 916-928-2267 TTY1-800-735-2929



CONTRACT RELEASE MEMO

To:

Area Agencies on Aging (AAAs)

CM No:

22-09

SUBJECT:

IF-2223 Budget and Reporting Information

ISSUE DATE:

June 10, 2022

CONTRACT TERM:

July 1, 2022, through December 31, 2024

SUPERSEDES:

N/A

PROGRAMS AFFECTED:

Dignity at Home Fall Prevention

Older Californians Nutrition Program and Intergenerational Activities

Family Caregiver Support Program

Senior Legal Services

Purpose:

This Contract Release Memo (CM) provides funding information and specific reporting requirements for your IF-2223 contract.

Please refer to your original contract email for all contract-related documents, including Budget Displays and Local Assistance Checklist (CDA 9007A).

Funding:

The total contract funding amount is \$51,700,000 and is based on the 2022-23 Governor's Budget. The following amounts were allocated to each program:

- Dignity at Home Fall Prevention: \$9,400,000
- Older Californians Nutrition Program and Intergenerational Activities: \$20,700,000
- Family Caregiver Support Program: \$2,800,000
- Senior Legal Services: \$18,800,000

Request for Funds and Expenditure Reports:

Beginning July 1st, IF-2223 will be utilizing a new electronic format for submitting payment reports. Information regarding submission will be provided to all AAAs in June. No actual forms will be issued or required.

Advance payment will be offered in this contract (if they so choose on the budget submission). For Advance payment, July 1st or the date the contract is fully executed (whichever comes last), 1/6th of the total fund allocation will be disbursed. Ongoing disbursements will be made every month contingent upon monthly expenditure reports.

Example Advance Payment Method:

July Disbursement = \$10,000 (1/6 of allocation) July Expenditure = \$8,000 August Disbursement = \$8,000

Reimbursement payment will still be available. Expenditure should be submitted to CDA no later than 30 days following the last day of the billable month (i.e. August expenditure report should be submitted no later than September 30th). CDA will reconcile the expenses, approve the payment, then forward to the State Controller's Office for issuance.

Example Reimbursement Payment Method:

- July Disbursement = \$0
- July Expenditure = \$5,000
- August Disbursement = \$5,000

Those AAAs that do not submit their expenditure reports within 30 days will not be issued payment until the expenditure reports are received and expenditures are reconciled.

Deadlines:

All Contract-related documents identified in the Local Assistance Contract Checklist (CDA 9007C) must be returned as soon as possible but no later than the contract start date.

AAAs must submit budgets for the IF-2223 programs they are receiving funding for as soon as possible, but no later than 30 days from the date of this Contract Release Memo.

Inquiries:

For questions, please contact the following:

- Financial CDA Local Finance Bureau (previously the Program Fiscal Team) at Finance@aging.ca.gov
- Payments CDA Accounting Management Bureau at CDA.Accounting@aging.ca.gov
- Contract CDA Business Management Bureau at BMBContractAnalyst@aging.ca.gov Program Questions:
- Fall Prevention: FallPreventionProgram@aging.ca.gov
- Sr Legal: CDASupportiveServices@aging.ca.gov
- Intergenerational Activities: CDANutritionandHealthPromotion@aging.ca.gov
- Fam Caregiver Support: CDASupportiveServices@aging.ca.gov

Thank you,

Thomas D. Cameron, Deputy Director Division of Administrative Services

cc: Supportive Services Bureau, Health at Home Branch, Division of Home and Community Living

Nutrition & Wellness Bureau, Health at Home Branch, Division of Home and Community Living

Nicole Shimosaka, Chief Financial Officer, Financial Management Branch, Division of Administrative Services

Local Finance Bureau, Financial Management Branch, Division of Administrative Services

Accounting Management Bureau, Financial Management Branch, Division of Administrative Services

Business Management Bureau, Operations Support Branch, Division of Administrative Services

CALIFORNIA DEPARTMENT OF AGING

Division of Administrative Services 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 www.aging.ca.gov TEL 916-419-7517 FAX 916-928-2267



PROGRAM MEMO

To: Area Agencies on Aging

No: 22-09

TTY1-800-735-2929

DATE ISSUED: June 10, 2022

SUBJECT: Older Adults Recovery and Resilience (OARR) Funding for the Older Californians

Nutrition Program and Intergenerational Activities

Expires: December 31, 2024

PROGRAMS AFFECTED: Older Californians Nutrition Program under the Older Americans Act

SUPERSEDES: N/A

PURPOSE

This Program Memo (PM) outlines the funding intent, process, methodology, and timing for the FY 2022-23 Older Adults Recovery and Resilience (OARR) funding for the Older Californians Nutrition Program (OCNP) and intergenerational activities.

FUNDING INTENT

The OARR funding for the OCNP and intergenerational activities provides \$20.7 million, one-time over three years, to California to strengthen older adult's recovery and resilience from the severe isolation and health impacts from staying at home due to the COVID-19 pandemic. The need for home-delivered, nutritious meals has increased dramatically due to the pandemic. With the stay-at-home orders lifted and the state reopening, the need remains for additional home-delivered meals and resources to reestablish community-based meal sites. The OARR funding will support the AAAs and their service providers in serving more meals to more older adults to help bridge the significant food gap that exists in California.

Additionally, the OARR funding is intended to support AAAs and their service providers in developing partnerships and efforts, including the planning, development, and implementation of intergenerational activities that connect OCNP participants with younger generations. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and strengthen older adult's recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.

ALLOWABLE ACTIVITIES

OARR funding utilized for the OCNP must be expended on allowable Older Americans Act (OAA) activities as defined by the OAA and California Code of Regulations to support the goal to provide more meals to more older adults. OARR funding utilized for intergenerational activities support the goal of connecting older adults with children, youth, and adults through the OCNP. Examples of activities include, but are not limited to the following:

- Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children.
- Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational socialization among the participants.
- Planning, development, or implementation of intergenerational cooking demonstrations or classes to support healthy eating habits.
- Planning, development, or implementation of a shared garden site(s) and intergenerational gardening activities and nutrition education.
- Virtual or in-person lunch companion for OCNP participants to socialize with children, youths, or adults while enjoying a meal.
- Virtual or in-person intergenerational social activities related to the OCNP.

ALLOWABLE EXPENSES

Allowable expenses include supplies or equipment necessary to support the implementation of intergenerational activities such as cooking demonstrations, shared garden site development and maintenance, and social activities related to the OCNP.

OARR funding may be used to provide meals for older adults and younger generations participating in activities that support intergenerational connections, however, OARR funding may not supplant funds that would otherwise be available from other nutrition programs. CDA encourages AAAs to pursue opportunities to build partnerships to foster intergenerational connections between the OCNP and other nutrition programs where both are contributing and benefitting from the collaboration.

For capital expenses over \$5000, such as refrigerators, freezers, vehicles, or any computing devices, the Senior Nutrition Infrastructure funding or other funding sources are to be utilized.

PROGRAM FLEXIBILITIES

Program flexibilities provided under the Major Disaster Declaration apply to the OARR funding and remain in place until further notice. Funding flexibilities provided under the Major Disaster Declaration are not applicable to OARR funding.

FUNDING FORMULA AND DISTRIBUTION

Each AAA will receive a base allocation of \$300 thousand with the remaining funding allocated based on the Intrastate Funding Formula Washington factors. AAAs can opt to receive the OARR funding on an advance or reimbursement basis per Welfare and Institutions Code Section 9114.

For the AAAs that have opted to receive advance funding, a check for one-sixth of the allocated funding will be issued upon execution of the contract. AAAs on an advance will not be required to submit Request for Funds.

BUDGET DISPLAYS

The Budget Displays for the OARR allocations reflect funding available between July 1, 2022 through December 31, 2024. AAAs can utilize up to 10% (maximum) of the funding for Administration. OARR funding does not have any required match and cannot be used as match for any other program.

EXPENDITURE REPORTS AND CLOSEOUT

This funding is separate from all other Title III C/Area Plan funding and must be tracked separately. Data and expenses for OARR funding should not be tracked in the NAPIS/SPR systems. Data reporting includes following categories:

- The service units (meals) and unduplicated client count for congregate (C-1) and homedelivered (C-2) meals provided to OCNP clients using OARR funds.
- The service units and estimated participant count for meals provided to intergenerational participants who are ineligible for OCNP meals.
- A brief one-page narrative describing successes and challenges of the program, as instructed by CDA.

Data is reported quarterly in format specified by CDA. Refer to **IF-2223**, **Exhibit E**, **Article III**. **Reporting Provisions** for further detail.

AAAs are required to report expenditures monthly. To report expenditures, AAAs must use the Local Finance Reporting System.

These funds will end December 31, 2024 and the closeout must be completed by January 31, 2025. Closeout information will be forthcoming.

UPDATES ON ADDITIONAL FUNDING DISTRIBUTIONS: STATE AND FEDERAL

A new calendar of all current and upcoming funding has been shared with the network and is now posted on the <u>AAA - Contract Information</u> page of CDA's website. More tools will be posted on an ongoing basis and can be proposed to CDA's Division of Administrative Services.

INQUIRIES

For questions regarding this PM, please email: CDANutritionandHealthPromotion@aging.ca.gov.

ISI

Sutep Laohavanich, Deputy Director Division of Home and Community Living

CC:

Susan DeMarois, Director
Mark Beckley, Deputy Director
Thomas Cameron, Deputy Director, Division of Administrative Services
Nicole Shimosaka, Chief Financial Officer
California Association of Area Agencies on Aging (C4A)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF AGING
Division of Home and Community Living
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833
www.aging.ca.gov
TEL 916-419-7540
FAX 916-928-2267
TTY1-800-735-2929



PROGRAM MEMO

To: Area Agencies on Aging

No: 22-10

DATE ISSUED: June 10, 2022

SUBJECT: Older Adults Recovery and Resilience (OARR) Funding for the Dignity at Home Fall

Prevention Program

Expires: December 31, 2024

PROGRAMS AFFECTED: Dignity at Home Fall Prevention

SUPERSEDES: N/A

PURPOSE

This Program Memo (PM) outlines the process, methodology, and funding intent for the Fiscal Year (FY) 2022-23 and FY 2023-24 Home and Community Based Services (HCBS), Older Adults' Recovery and Resilience (OARR), Dignity at Home Fall Prevention (DHFP) program, agreement numbers IF-2223-XX.

FUNDING INTENT AND ALLOWABLE EXPENSES

This OARR funding has provided \$10 million to Area Agencies on Aging (AAAs) to provide fall-prevention modifications, education, outreach, and training to reduce falls in older adults and adults with disabilities.

Please note, CDA has removed the income eligibility requirement for this program.

PROGRAM FLEXIBILITIES

Program flexibilities provided under the Major Disaster Declaration apply to the OARR funding and remain in place until further notice. Funding flexibilities provided under the Major Disaster Declaration are not applicable to OARR funding.

FUNDING FORMULA AND DISTRIBUTION

Each AAA will receive a base allocation of \$150,000 with the remaining funding allocated based on Population-All Ages, Square Miles, and Geographic Isolation/Rural factors. AAAs can opt to receive the OARR funding on an advance or reimbursement basis per Welfare and Institutions Code Section 9114.

For the AAAs that have opted to receive advance funding, a check for one-sixth of the allocated funding will be issued upon execution of the contract. AAAs on an advance will not be required to submit Request for Funds.

BUDGET DISPLAYS

The Budget Displays for the OARR allocations reflect funding available between July 1, 2022 through December 31, 2024. AAAs can utilize up to 10% (maximum) of the funding for Administration. OARR funding does not have any required match and cannot be used as match for any other program.

EXPENDITURE REPORTS AND CLOSEOUT

Data reporting shall include brief narratives describing the progress, successes and challenges of the program development for OARR funded initiatives. This narrative should include a description of the Dignity at Home Fall Prevention program prior to the OARR investment spending and include a description of what has changed and developed due to the OARR investment spending. Supporting evidence, data and documentation is encouraged, which may be valuable for informing future public investment opportunities.

Data is reported quarterly in format specified by CDA. Refer to **IF-2223**, **Exhibit E**, **Article III**. **Reporting Provisions** for further detail.

AAAs are required to report expenditures monthly. To report expenditures, AAAs must use the Local Finance Reporting System. Monitoring of equipment expenditures and budget narratives will take place during the funding period. These funds are subject to future audits.

These funds will end December 31, 2024 and the closeout must be completed by January 31, 2025. Closeout information will be forthcoming.

UPDATES ON ADDITIONAL FUNDING DISTRIBUTIONS: STATE AND FEDERAL

A new calendar of all current and upcoming funding has been shared with the network and is now posted on the <u>AAA - Contract Information</u> page of CDA's website. More tools will be posted on an ongoing basis and can be proposed to CDA's Division of Administrative Services.

INQUIRIES

For questions regarding this PM, please email: fallpreventionprogram@aging.ca.gov.

ISI

Sutep Laohavanich, Deputy Director Division of Home and Community Living California Department of Aging

CC:

Susan DeMarois, Director, California Department of Aging Mark Beckley, Deputy Director, California Department of Aging Thomas Cameron, Deputy Director, Division of Administrative Services, Department of Aging

Nicole Shimosaka, Chief Financial Officer, California Department of Aging California Association of Area Agencies on Aging (C4A)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF AGING Division of Home and Community Living 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 www.aging.ca.gov TEL 916-419-7540 FAX 916-928-2267 TTY1-800-735-2929



PROGRAM MEMO

To: Area Agencies on Aging

No: 22-11

DATE ISSUED: June 10, 2022

SUBJECT: Older Adults Recovery and Resilience (OARR) Funding for the Title III B Senior Legal

Services Program

EXPIRES: December 31, 2024

PROGRAMS AFFECTED: Title III B Senior Legal Services Program

SUPERSEDES: N/A

PURPOSE

This Program Memo (PM) outlines the process, methodology, and funding intent for the Fiscal Year (FY) 2022-23 and FY 2023-24 Home and Community Based Services (HCBS), Older Adults' Recovery and Resilience (OARR), Senior Legal Services (SLS) program, agreement numbers IF-2223-XX.

FUNDING INTENT AND ALLOWABLE EXPENSES

The OARR funding has provided \$18.8 million to Area Agencies on Aging (AAAs) to expand existing legal services that assist older adults, and older adults with disabilities, with a variety of legal problems concerning housing, consumer fraud, elder abuse, Social Security, Supplemental Security Income (SSI), Medicare, Medi-Cal, age discrimination, pensions, nursing homes, protective services, conservatorships, and other matters.

PROGRAM FLEXIBILITIES

Program flexibilities provided under the Major Disaster Declaration apply to the OARR funding and remain in place until further notice. Funding flexibilities provided under the Major Disaster Declaration are not applicable to OARR funding.

FUNDING FORMULA AND DISTRIBUTION

Each AAA will receive a base allocation of \$100,000 with the remaining funding allocated based on the Population – Age 60+ and Low-Income factors. AAAs can opt to receive the OARR funding on an advance or reimbursement basis per Welfare and Institutions Code Section 9114.

For the AAAs that have opted to receive advance funding, a check for one-sixth of the allocated funding will be issued upon execution of the contract. AAAs on an advance will not be required to submit Request for Funds.

Page 1 of 1

BUDGET DISPLAYS

The Budget Displays for the OARR allocations reflect funding available between July 1, 2022 through December 31, 2024. AAAs can utilize up to 10% (maximum) of the funding for Administration. OARR funding does not have any required match and cannot be used as match for any other program.

EXPENDITURE REPORTS AND CLOSEOUT

This funding is separate from all other Title III B/Area Plan funding and must be tracked separately. Data and expenses for OARR funding should not be tracked in the NAPIS/SPR systems. Data reporting includes following categories:

- Number of service units delivered
- Number of persons served
- Total expenditure amount
- Brief narratives describing the progress, successes and challenges of the program development for OARR funded initiatives.
 - This narrative should include a description of the Title III B program prior to the OARR investment spending and include a description of what has changed and developed due to the OARR investment spending. Supporting evidence, data and documentation is encouraged, which may be valuable for informing future public investment opportunities.

Data is reported quarterly in format specified by CDA. Refer to **IF-2223**, **Exhibit E**, **Article III**. **Reporting Provisions** for further detail.

AAAs are required to report expenditures monthly. To report expenditures, AAAs must use the Local Finance Reporting System. Monitoring of equipment expenditures and budget narratives will take place during the funding period. These funds are subject to future audits.

These funds will end December 31, 2024 and the closeout must be completed by January 31, 2025. Closeout information will be forthcoming.

UPDATES ON ADDITIONAL FUNDING DISTRIBUTIONS: STATE AND FEDERAL

A new calendar of all current and upcoming funding has been shared with the network and is now posted on the <u>AAA - Contract Information</u> page of CDA's website. More tools will be posted on an ongoing basis and can be proposed to CDA's Division of Administrative Services.

INQUIRIES

For questions regarding this PM, please email: CDASupportiveServices@aging.ca.gov.

ISI

Sutep Laohavanich, Deputy Director Division of Home and Community Living California Department of Aging cc:

Susan DeMarois, Director, California Department of Aging
Mark Beckley, Deputy Director, California Department of Aging
Thomas Cameron, Deputy Director, Division of Administrative Services, Department of
Aging
Nicole Shimosaka, Chief Financial Officer, California Department of Aging
California Association of Area Agencies on Aging (C4A)

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY

CALIFORNIA DEPARTMENT OF AGING Division of Home and Community Living 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 www.aging.ca.gov TEL 916-419-7540 FAX 916-928-2267



PROGRAM MEMO

To: OAA Title IIIE Family Caregiver Support Program Subgrantees

No: 22-12

TTY1-800-735-2929

DATE ISSUED: June 12, 2022

SUBJECT: Older Adults Recovery and Resilience (OARR) Funding for the Title IIIE Family

Caregiver Support Program (FCSP)

EXPIRES: December 31, 2024

PROGRAMS AFFECTED: Title IIIE Family Caregiver Support Program (FCSP)

SUPERSEDES: N/A

Purpose

This Program Memo (PM) outlines the process, methodology, and funding intent for the Fiscal Year (FY) 2022-23 and FY 2023-24 Home and Community Based Services (HCBS), Older Adults' Recovery and Resilience (OARR), Family Caregiver Support Program (FCSP), agreement numbers IF-2223-XX.

The FCSP provides a local, multifaceted system of support services to unpaid family caregivers of older adults, and grandparents, or other older relatives, with primary caregiving responsibilities for a child through access assistance, information services, respite care, supplemental services, and supportive services (i.e., assessments, counseling, support groups and training).

The purpose of the OARR funding is to strengthen older adults and caregivers' recovery and resilience from the severe isolation and health impacts from staying at home during the COVID-19 pandemic. OARR funding will serve as an additional resource to help aid the transition of older Californians back into their local communities, which will reduce isolation, loneliness, and mitigate other health concerns.

FUNDING INTENT AND ALLOWABLE EXPENSES

This OARR funding has provided \$2.8 million to the Title IIIE FCSP. Funding intent is for any IIIE FCSP service category and allowable program activity.

In October 2021, CDA conducted a survey of the 33 AAAs to ascertain unmet Title IIIE needs in their respective PSAs. The recommendations put forth here are based on the responses from the AAAs as well as from our internal Title IIIE FCSP discovery research. CDA's recommendations for implementing OARR funding are as follows:

Category	Examples
Caregiver Respite	Increase Respite Services to informal/unpaid family caregivers.
Caregiver Information Services	 Increase caregiver outreach efforts via Title IIIE Information Services. Increase Family Caregiver Support Program awareness and increase caregiver engagement.
Caregiver Support Services	 Increase Caregiver Support Services by offering additional training options (such as virtual webinars, multilingual support groups, and multilingual training resources) with specialized modules on topics such as Alzheimer's, Parkinson's, Stroke, Caregiving in COVID- 19 era etc.

PROGRAM FLEXIBILITIES

Program flexibilities provided under the Major Disaster Declaration apply to the OARR funding and remain in place until further notice. Funding flexibilities provided under the Major Disaster Declaration are not applicable to OARR funding.

FUNDING FORMULA AND DISTRIBUTION

Each AAA will receive a base allocation of \$50,000 with the remaining funding allocated based on Low Income, Minority, and Geographic Isolation/Rural factors. AAAs can opt to receive the OARR funding on an advance or reimbursement basis per Welfare and Institutions Code Section 9114.

For the AAAs that have opted to receive advance funding, a check for one-sixth of the allocated funding will be issued upon execution of the contract. AAAs on an advance will not be required to submit Request for Funds.

BUDGET DISPLAYS

The Budget Displays for the OARR allocations reflect funding available between July 1, 2022 through December 31, 2024. AAAs can utilize up to 10% (maximum) of the funding for Administration. OARR funding does not have any required match and cannot be used as match for any other program.

EXPENDITURE REPORTS AND CLOSEOUT

This funding is separate from all other Title III E/Area Plan funding and must be tracked separately. Data and expenses for OARR funding should not be tracked in the NAPIS/SPR systems. Data reporting includes following categories:

- Number of service units delivered
- Number of persons served
- Total expenditure amount
- Brief narratives describing the progress, successes and challenges of the program development for OARR funding initiatives.
 - This narrative should include a description of the Title IIIE FCSP program prior to the OARR investment spending and include a description of what has changed and developed due to the OARR investment spending. Supporting evidence, data and documentation is encouraged, which may be valuable for informing future public investment opportunities.

Data is reported quarterly in format specified by CDA. Refer to IF-2223, Exhibit E, Article III. Reporting Provisions for further detail.

AAAs are required to report expenditures monthly. To report expenditures, AAAs must use the Local Finance Reporting System. Monitoring of equipment expenditures and budget narratives will take place during the funding period. These funds are subject to future audits.

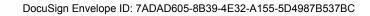
These funds will end December 31, 2024 and the closeout must be completed by January 31, 2025. Closeout information will be forthcoming.

UPDATES ON ADDITIONAL FUNDING DISTRIBUTIONS: STATE AND FEDERAL

A new calendar of all current and upcoming funding has been shared with the network and is now posted on the <u>AAA - Contract Information</u> page of CDA's website. More tools will be posted on an ongoing basis and can be proposed to CDA's Division of Administrative Services.

INQUIRIES

For questions regarding this PM, please email: CDAFamilyCaregiver@aging	.ca.gov.
/s/	
Sutep Laohavanich	
Deputy Director	
Division of Home and Community Living	



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California Department of Aging

Award #:

IF-2223-XX

Date:

7/1/2022

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Exhibit B, Attachment 1 - Budget Display

DIGNITY AT HOME FALL PREVENTION Budget Display

Statewide Summary

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
	Older Adults' Recovery and				
Dignity at Home Fall	Resilience Fund - Home and				
Prevention	Community Based Services	OFPL	\$9,400,000	\$0	\$9,400,000

Notes

AAAs can utilize up to 10% of the funding for Administration.

California Department of Aging

Award #:

IF-2223-32

Date: 7/1/2022

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Exhibit B, Attachment 1 - Budget Display

DIGNITY AT HOME FALL PREVENTION Budget Display

County of Monterey

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
(2)10 (10) - 2 - 10	Older Adults' Recovery and			***************************************	
Dignity at Home Fall	Resilience Fund - Home and				
Prevention	Community Based Services	OFPL	\$208,800	\$0	\$208,800

Notes

AAAs can utilize up to 10% of the funding for Administration.

State of California Award #: IF-2223-XX

California Department of Aging

Date: 7/1/2022 Page 1 of 1

Exhibit B, Attachment 2 - Budget Display

OLDER CALIFORNIANS NUTRITION PROGRAM AND INTERGENERATIONAL ACTIVITIES Budget Display

Statewide Summary

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
	Older Adults' Recovery and				3,000
Intergenerational	Resilience Fund - Home and				
Activities	Community Based Services	OC1L	\$4,761,003	\$0	\$4,761,003
	Older Adults' Recovery and				
Intergenerational	Resilience Fund - Home and				
Activities	Community Based Services	OC2L	\$15,938,997	\$0	\$15,938,997
Total			\$20,700,000	\$0	\$20,700,000

Notes

AAAs can utilize up to 10% of the funding for Administration.

California Department of Aging

Award #:

IF-2223-32

Date: 7/1/2022

Page 1 of 1

Exhibit B, Attachment 2 - Budget Display

OLDER CALIFORNIANS NUTRITION PROGRAM AND INTERGENERATIONAL ACTIVITIES Budget Display

County of Monterey

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
	Older Adults' Recovery and	72-17		730-7930000 (1000000)	
Intergenerational	Resilience Fund - Home and				
Activities	Community Based Services	OC1L	\$99,347	\$0	\$99,347
	Older Adults' Recovery and		-1000100.000_5000		70V 121
Intergenerational	Resilience Fund - Home and				
Activities	Community Based Services	OC2L	\$332,597	\$0	\$332,597
Total			\$431,944	\$0	\$431,944

Notes

AAAs can utilize up to 10% (maximum) of the funding for Administration.

California Department of Aging

Award #: IF-2223-XX

Date: 7/1/2022
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Exhibit B, Attachment 3 - Budget Display

FAMILY CAREGIVING SUPPORT Budget Display

Statewide Summary

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
	Older Adults' Recovery and				
Family Caregiving	Resilience Fund - Home and				
Support	Community Based Services	OFCL	\$2,800,000	\$0	\$2,800,000

Notes

AAAs can utilize up to 10% of the funding for Administration.

California Department of Aging

Award #:

IF-2223-32

Date:

7/1/2022

Page 1 of 1

Exhibit B, Attachment 3 - Budget Display

FAMILY CAREGIVING SUPPORT Budget Display

County of Monterey

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
W	Older Adults' Recovery and			And Charles and Annual Control	
Family Caregiving	Resilience Fund - Home and				
Support	Community Based Services	OFCL	\$63,561	\$0	\$63,561

Notes

AAAs can utilize up to 10% of the funding for Administration.

California Department of Aging

Award #:

IF-2223-XX

Date: 7/1/2022

Page 1 of 1

Exhibit B, Attachment 4 - Budget Display

SENIOR LEGAL SERVICES Budget Display

Statewide Summary

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
	Older Adults' Recovery and			A	
	Resilience Fund - Home and				
Senior Legal Services	Community Based Services	OSLL	\$18,800,000	\$0	\$18,800,000

Notes

AAAs can utilize up to 10% of the funding for Administration.

California Department of Aging

Award #:

IF-2223-32

Date:

7/1/2022

Page 1 of 1

Exhibit B, Attachment 4 - Budget Display

SENIOR LEGAL SERVICES Budget Display

County of Monterey

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
	Older Adults' Recovery and	Annual Control of the			
	Resilience Fund - Home and				
Senior Legal Services	Community Based Services	OSLL	\$269,252	\$0	\$269,252

Notes

AAAs can utilize up to 10% of the funding for Administration.

IF-2223 Contract Exhibit A, Attachment 1 – General Information

EXHIBIT A, Attachment 1 General Information

- 1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number IF-2223-32.
- 2. The services shall be performed in Planning and Service Area(s): 32.
- 3. The services shall be provided as needed.
- 4. The project representatives during the term of this agreement will be:

State Agency:	California Department of Aging	Contractor:	County of Monterey
Name:	Andrew Sachs, Chief Local Finance Officer Fiscal Management Branch	Name:	Diana Jimenez, Director
Phone:	(916) 931-1936	Phone:	(831) 755-8493
Email:	finance@aging.ca.gov	Email:	jimenezdm@co.monterey.ca.u

Direct only contract inquiries to:

State Agency	:California Department of Aging	Contractor:	County of Monterey
Section/Unit:	Business Services and Contracts	Section/Unit	•
Attention:	Sharan Singh	Attention:	Marleen Bush
Address:	2880 Gateway Oaks Dr, Ste 200 Sacramento, CA 95834	Address:	730 La Guardia Salinas, CA, 93906
Phone:	(916) 898-9184	Phone:	(831) 796-3342
Email:	Sharan.Singh@aging.ca.gov	Email: Bus	shML@co.monterey.ca.us

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

IF-2223 Contract Scope of Work – Exhibit A

ARTICLE I. PROGRAM DEFINITIONS

- A. Definitions Specific to Dignity at Home Fall Prevention Program
 - 1. **Assembly Bill No. 74 (A.B. 74)** of the State of California Budget Act of 2019, Chapter 23, Appropriation 4170-101-0001, Schedule 2, Provision 4, is the enabling legislation for the Dignity at Home Fall Prevention Program.
 - 2. **Dignity at Home Fall Prevention Program** means a program that provides grants to Area Agencies on Aging (AAAs) to provide fall and injury prevention information, education, referral services, equipment, assessments, services, materials and labor costs to the eligible service population as stipulated in Section (3) below.
 - 3. **Eligible Service Population** means individuals who are sixty (60) years of age or have disabilities and whose adjusted household income does not exceed 80 percent of the area median income and who are at risk of falling or institutionalization. [A.B.74].
 - 4. **Program Requirements** means A.B. 74 program requirements found in the Budget Act of 2019 and California Department of Aging Program Memoranda.
 - 5. **Purchased Fall Prevention Services** means a variety of services including: Injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials and labor costs.
- B. <u>Definitions Specific to the Older Californians Nutrition Program (OCNP) and Intergenerational Activities</u>
 - 1. Adult means an individual between eighteen (18) years and sixty (60) years old.
 - 2. **Child** means an individual under eighteen (18) years old.
 - 3. Eligible Population means older individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - a. Individuals eligible to receive a meal at a congregate nutrition site shall include the following:

IF-2223 Contract Scope of Work – Exhibit A

ARTICLE I. PROGRAM DEFINITIONS (continued)

- i. Any older individual.
- ii. The spouse of any older individual.
- iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
- iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
- v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]
- b. Individuals eligible to receive a home-delivered meal are individuals who are:
 - Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
 - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
 - iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- 4. Intergenerational Activities means efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and also strengthen older adult's recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.
- 5. Older Californians Nutrition Program means the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services.

IF-2223 Contract Scope of Work – Exhibit A

ARTICLE I. PROGRAM DEFINITIONS (continued)

- 6. Title III C-1 (Congregate Nutrition Services) means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
 - a. Be open to the public. [45 CFR 1321.53(b)(3)]
 - b. Not means test. [OAA § 315(b)(3)]
 - c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
 - d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
- 7. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22 CCR 7135, 22 CCR 7638.7(c)]
- C. <u>Definitions Specific to Family Caregiver Support Program (FCSP)</u>
 - 1. Caregiver Assessment means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]
 - 2. **Child** means an individual who is not more than eighteen (18) years of age or who is an individual with a disability. [OAA § 372(a)(1)]
 - 3. Eligible Service Population for FCSP means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's

IF-2223 Contract Scope of Work – Exhibit A

ARTICLE I. PROGRAM DEFINITIONS (continued)

disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

- 4. Older relative caregiver means a caregiver who is
 - a. is age 55 or older; and
 - Lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
 - c. In the case of a caregiver for a child-
 - i. Is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - ii. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and
 - iii. Has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally
 - d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.
 [OAA § 372(a)(3)]
- 5. Individual with a disability- The term "individual with a disability" means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(2)]
- 6. **Priority Services for FCSP** means services provided to:
 - Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]

IF-2223 Contract Scope of Work – Exhibit A

ARTICLE I. PROGRAM DEFINITIONS (continued)

- Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
- 7. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

D. Definitions Specific to Legal Assistance Services

- 1. Legal Assistance (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, advice and consultation, litigation, administrative representation, brief services, preparing legal documents and pro se assistance.
- 2. Eligible Service Population means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
- Target Populations specific to Legal Assistance Services are older individuals with the greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals. [45 CFR 1321.71(c)(5)]
- 4. **Priority Legal Issues-** Area agencies on aging shall give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. [OAA 307.11(E)]

IF-2223 Contract Scope of Work – Exhibit A

ARTICLE II. SCOPE OF WORK - Dignity at Home Fall Prevention Program

- A. The Contractor shall provide the following programmatic services to eligible individuals:
 - 1. Information and education about injury prevention to older adults and persons with disabilities.
 - 2. Referrals and provision of fall and injury prevention resources in eligible individuals' local communities.
 - 3. In-home environmental assessments.
 - 4. Instruction on behavioral, physical and environmental aspects of injury prevention.
- B. The Contractor shall purchase injury prevention equipment, services, materials and labor costs for homeowners and renters who meet eligibility requirements established pursuant to Exhibit A, Article II, Section (E) of this Agreement. Equipment, materials and services covered under the program shall include, but not be limited to the following:
 - Grab bars, nonskid surfaces, toilet seat risers, shower seats, and transfer benches.
 - 2. Indoor and outdoor handrails and threshold modifications (e.g., ramps).
 - 3. Reconfiguration of furniture and other elements of the physical home environment to reduce hazards.
 - 4. Improved lighting including light fixtures, lamps and night lights.
 - 5. Medication management items (e.g., pill organizers).
 - 6. Licensed electrician services (i.e., electrical outlets installed by a licensed electrician when necessary to properly place wires that present a trip hazard).
 - 7. Unsafe flooring repair (e.g., fixing broken/uneven steps or replacing worn carpet/tread).
- C. To carry out the responsibilities of this Agreement, Contractor shall subcontract with local nonprofit or for-profit agencies that are experienced in injury prevention and home safety services, including, but not limited to, medical providers and hospital systems, independent living centers, and home modification providers. Contractors subcontracting with a for-profit entity are subject to the provisions in Exhibit D, Article V. Subcontracts, Section (I).

IF-2223 Contract Scope of Work – Exhibit A

ARTICLE II. SCOPE OF WORK – Dignity at Home Fall Prevention Program (continued)

- D. Participant eligibility for the Dignity at Home Fall Prevention Program shall be limited to those who meet all the following requirements:
 - 1. Individuals with disabilities or persons 60 years of age and older.
 - 2. An adjusted household income that does not exceed 80 percent of the area median income.
 - 3. The older adult or person with a disability has fallen, is at risk for falling, or is at risk for institutionalization.
- E. The Contractor shall perform the following tasks to ensure the integrity of the Dignity at Home Fall Prevention Program:
 - Submit a one-page description of your fall prevention program for any newly participating Contractors or an updated one-page description of your fall prevention program for all continuing Contractors.
 - 2. Conduct an intake with each potential program participant to determine eligibility for purchased fall prevention services.
 - Collect and maintain program data for reporting (e.g., number of completed assessments, number of clients served, fall prevention equipment purchased, number of in-home assessments performed, quality assurance data and other forms of programmatic data.)
 - 4. Administer program evaluation and quality assurance tools, which may include but are not limited to, client satisfaction surveys and questionnaires.
 - 5. Conduct outreach to ensure the maximum number of eligible individuals participate in the program.
 - 6. Generate monthly expenditure reports and quarterly programmatic reports as required by the State.

ARTICLE III. SCOPE OF WORK - OCNP and Intergenerational Activities

- A. The Contractor shall provide the following:
 - 1. Provide meals in accordance with the OAA and California Code of Regulations (CCR).

IF-2223 Contract Scope of Work – Exhibit A

ARTICLE III. SCOPE OF WORK – OCNP and Intergenerational Activities (continued)

- 2. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code.
- 3. Conduct services and activities that support the goal to provide more meals to more older adults and/or the goal to pursue and conduct intergenerational activities for the purpose of connecting older adults with children/adults in conjunction with the OCNP. Examples of intergenerational activities include, but are not limited, the following:
 - a. Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children;
 - Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational meal programs;
 - c. Planning, development, or implementation of intergenerational cooking demonstrations or classes;
 - d. Planning, development, or implementation of shared garden site and intergenerational gardening activities;
 - e. Virtual or in-person intergenerational social activities related to the C-1 or C-2 program;
 - f. Virtual or in-person adult lunch companion for C-2 participants.
- 4. OARR funding may be used to provide meals for participants in activities that support intergenerational connections, however, OARR funding may not supplant funds that would otherwise be available for other nutrition programs.

ARTICLE IV. SCOPE OF WORK - Family Caregiver Support Program (FCSP) Activities

- A. The Contractor shall provide the following FCSP service categories to eligible individuals [OAA 373(b)]:
 - 1. Information Services
 - Access Assistance
 - 3. Support Services
 - 4. Respite Care

IF-2223 Contract Scope of Work – Exhibit A

ARTICLE IV. SCOPE OF WORK – Family Caregiver Support Program (FCSP) Activities (continued)

- 5. Supplemental Services
- B. The Contractor shall ensure FCSP services are compliant with all OAA and CCR requirements.

ARTICLE V. SCOPE OF WORK – Legal Assistance Services

- A. The Contractor shall:
 - 1. Make legal assistance available and accessible, at no cost, throughout the PSA to the targeted groups identified in the Area Plan.
 - 2. AAAs shall give priority to legal assistance related to the following areas:
 - a. Income.
 - b. Health care.
 - c. Long-term care.
 - d. Nutrition.
 - e. Housing.
 - f. Utilities.
 - g. Protective services.
 - h. Defense of guardianship or conservatorship.
 - i. Abuse.
 - j. Neglect.
 - k. Age discrimination.
 - 3. Primary focus shall be the direct representation of older individuals in legal matters.
 - 4. Include in its bid proposal the specific techniques to be used to make potential clients aware of the legal assistance that will be provided.
 - 5. All attorneys providing legal assistance must be licensed and in good standing to practice law in the State of California and shall carry malpractice insurance. Legal assistance may be provided by law students or paralegals only under the direct and regular supervision of a licensed attorney.
 - 6. Funds received shall be used to maintain and/or increase the level of legal assistance furnished to older individuals. Funds shall not be used to supplant funds from other federal or non-federal sources.

California Department of Aging IF-2223 Contract Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS

A. Expenditure of Funds

- 1. The Contractor shall expend all funds received hereunder in accordance with this Agreement, no later than December 31, 2024.
- Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

In State: Mileage/Per Diem (meals and incidentals)/Lodging

http://www.calhr.ca.gov/employees/pages/travel-

reimbursements.aspx

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed. [2 CCR 599.615 et seq.]

The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

- The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.
- 2. Financial Management Systems: The Contractor shall meet the following standards for its financial management systems:
 - a. Financial Reporting.
 - b. Accounting Records.
 - c. Complete Disclosure.

California Department of Aging IF-2223 Contract Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (continued)

- d. Source Documentation.
- e. Internal Control.
- f. Budgetary Control.
- g. Cash Management (written procedures).
- h. Allowable Costs (written procedures).

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

- 1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
- 2. This Agreement is valid and enforceable only if sufficient funds are made available to the State through the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. <u>Limitation of State Liability</u>

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract.

California Department of Aging IF-2223 Contract Exhibit B – Budget Detail, Payment Provisions, and Closeout

ARTICLE I. FUNDS (continued)

4. Funding Reduction(s)

- a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:
 - i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.
- b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:
 - i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.
 - ii. Some contracts may be reduced by a greater amount than others, and
 - iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

- 1. Interest earned on federal advance payments deposited in interestbearing accounts must be remitted annually to CDA. Interest amounts up to \$500 per year may be retained by the Contractor and subcontractors for administrative expenses. [45 CFR 75.305 (b)(9)]
- 2. Interest earned on advances of federal funds shall be identified as non-match cash.
- The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [45 CFR 75.305 (b)(8)]
 - a. The Contractor receives less than \$120,000 in federal awards per year.

ARTICLE I. FUNDS (continued)

- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

- A. The Contractor shall be compensated for expenses only as itemized in the approved Budget and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as part of Exhibit B.
- B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:
 - 1. Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.
 - 2. Fringe Benefits
 - 3. Consultant costs subcontract and consultant cost detail
 - 4. Indirect costs costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost
 - 5. Rent
 - 6. Supplies
 - 7. Equipment/Property detailed descriptions and total costs.
 - 8. In State Travel mileage reimbursement rate, lodging, per diem and other costs.
 - 9. Out of State Travel any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.

ARTICLE II. BUDGET AND BUDGET REVISION (continued)

- 10. Training.
- 11. Other Costs a detailed list of other operating expenses.
- 12. Specific to Fall Prevention: Purchased Fall Prevention Services –injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials, and labor costs, as stated in Exhibit A, Article II of this Agreement.
- 13. Specific to Family Caregiver Support: Purchased family caregiver support services as allowable under the Older Americans Act.
- 14. Specific to Senior Legal Services:
 - a. Purchased legal services as allowable under the Older Americans Act- legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.
 - b. Hiring incentive for Legal Services personnel.

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. <u>Program Income</u>

No Program Income is required under the terms and conditions of this agreement.

B. One-Time-Only (OTO) Funds

No One-Time-Only funding is associated with the terms and conditions of this agreement.

C. Matching Contributions

No match is required under the terms and conditions of this agreement.

D. <u>Administration</u>

Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

E. Equipment

Equipment/Property with per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. To request approval for specific equipment items, requests with

ARTICLE III. PROGRAM SPECIFIC FUNDS (continued)

justifications shall be sent to cdaequipment@aging.ca.gov. Such items must also be included in Contractor's approved budgets. Please note an approved budget is not approval for equipment purchase.

F. Indirect Costs

- 1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.
- Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.
- 3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

- A. The original Contract budget is due electronically to the Contractor's CDA Local Finance Analyst no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.
- B. The final date to submit a revised budget shall be no later than sixty (60) days prior to the end of the Contract period unless otherwise specified by CDA.
- C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Exhibit B above.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (continued)

D. Funds made available under this agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.

E. <u>Categorical Budget Transfers</u>

The Contractor may transfer contract funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:

- 1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total budget.
- 2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such record shall include the date, amount, and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records of the Contractor.

ARTICLE V. PAYMENTS

The State shall reimburse Contractor with Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

- A. The Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.
- B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.
- C. Contractors shall notify CDA if they wish to be on a reimbursement or advanced payment.
 - 1. If Contractor requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.

ARTICLE V. PAYMENTS (continued)

- 2. If Contractor requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.
- D. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.
- E. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.
- F. Contractor shall be charged \$75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.
 - 1. Expedite Fees
 - a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
 - b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.
- G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

ARTICLE VI. CLOSEOUT

- A. Separate Financial Closeout Reports for Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services funding and the Program Property Inventory Certification (CDA 9024) shall be submitted when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.
- B. Final expenditures must be reported to CDA in accordance with the Budget Display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

- 1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.
- "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
- 3. "CCR" means California Code of Regulations.
- 4. "CFR" means Code of Federal Regulations.
- 5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.
- 6. "Cal. Gov. Code" means California Government Code.
- 7. "OMB" means the federal Office of Management and Budget.
- 8. "Cal: Pub. Con. Code" means the California Public Contract Code.
- 9. "Cal. Civ. Code" means California Civil Code
- 10. "Reimbursable item" also means "allowable cost" and "compensable item."
- 11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.
- 12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.
- 13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.
- 14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE 1. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- 15. "USC" means United States Code.
- 16. "HHS" means United States Department of Health and Human Services.
- 17. "OAA" means Older Americans Act.
- 18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)
- 19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)
- 20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).
- 21. "Recoverable cost" means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

- 1. The Grant Terms and Conditions.
- 2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
- 3. If applicable, the Older Californians Act and other California State codes and regulations.
- 4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

- 5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html
- 6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. <u>Law, Policy and Procedure, Licenses, and Certificates</u>

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

- 4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
- 5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

- The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
- 2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

- When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

- c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
- d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
- 2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.
- When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

- 1. Clean Air Act, as amended. [42 USC 7401]
- 2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
- 3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
- 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
- 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

- 1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
- 2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
- 3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.
- 4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

- 1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
- 2. These documents, including minute orders must also identify the action taken.
- 3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

L. Contractor's Staff

- 1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
- 2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. <u>DUNS Number and Related Information</u>

- 1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at http://www.dnb.com/duns-number.html.
- 2. The Contractor must_register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at https://www.sam.gov/portal/SAM/#1.
- 3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

- The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- 2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
- Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
- 4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE II. ASSURANCES (Continued)

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

- No federally 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 agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federally 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.
- The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.
- 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
- 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
- 6. 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.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.
- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person,

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE V. SUBCONTRACTS (Continued)

firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal (RFP) or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
 - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.330, Subpart D Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE V. SUBCONTRACTS (Continued)

- M. The Contractor shall utilize procurement procedures as follows:
 - The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - For goods and services purchased with Title III or Title VII funds, the
 procurement procedures must include, at a minimum, the requirements set
 forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a).
 The Contractor issuing a noncompetitive award must comply with
 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.
- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

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ARTICLE VI. RECORDS (Continued)

- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity,

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ARTICLE VII. PROPERTY (Continued)

and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

- 1. Date acquired.
- 2. Item description (include model number).
- 3. CDA tag number.
- 4. Serial number (if applicable).
- 5. Purchase cost or other basis of valuation.
- 6. Fund source
- F. Disposal of Property
 - 1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

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ARTICLE VII. PROPERTY (Continued)

- The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.
- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE VII. PROPERTY (Continued)

- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.
- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE X. AUDIT REQUIREMENTS (Continued)

entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing

services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
- The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

- 1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
- 2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)
- C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)
 - 1. Contractor Single Audit Reporting Requirements
 - a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging Attention: Audits Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, California 95833

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Contractor shall ensure that Statefunded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.
- d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
- 2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.
- 3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

- 4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements
- 5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 200.521 and 45 CFR 75.501 to 75.521.
 - lssuing a management decision on audit findings within six (6)
 months after receipt of the Subcontractor's single audit report and
 ensuring that the Subcontractor takes appropriate and timely
 corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).
- 6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. Comparison of expenditures with budget amounts for each federal award.
- e. Written procedures to implement the requirements of 2 CFR 200.305.
- f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E Cost Principles.
 - [2 CFR 200.302 and 45 CFR 75.302]
- g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
- h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.
- 7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F Audit Requirements:
 - a. Performed timely not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]
 - b. Properly procured use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]
 - d. All inclusive includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

- 8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
- 9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
- 10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
 - ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are

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ARTICLE X. AUDIT REQUIREMENTS (Continued)

conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 - 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8-15
 - c. \$5,000,000 if seating capacity is over 15
 - 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

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ARTICLE XI. INSURANCE (Continued)

- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.
- I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

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ARTICLE XII. TERMINATION

A. <u>Termination Without Cause</u>

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

- 1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
- 2. A violation of the law or failure to comply with any condition of this Agreement.
- 3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
- 4. Failure to comply with reporting requirements.
- Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
- 6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

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ARTICLE XII. TERMINATION (Continued)

- 7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
- 8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
- 9. The commission of an act of bankruptcy.
- 10. Finding of debarment or suspension. [Article II J]
- 11. The Contractor's organizational structure has materially changed.
- 12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. <u>Contractor's Obligation After Notice of Termination</u>

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

- 1. Stop work as specified in the Notice of Termination.
- 2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
- 3. Terminate all subcontracts to the extent they relate to the work terminated.
- 4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. <u>Effective Date</u>

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and

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ARTICLE XII. TERMINATION (Continued)

Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. <u>In the Event of a Termination Notice</u>

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

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ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

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ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. <u>Information Assets</u>

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

- 1. Reports
- 2. Notes
- 3. Forms
- 4. Computers, laptops, cellphones, printers, scanners
- 5. Networks (LAN, WAN, WIFI) servers, switches, routers
- 6. Storage media, hard drives, flash drives, cloud storage
- 7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. <u>Disclosure</u>

- 1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
- 2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

- 3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- 4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
- 5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- 6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

- 1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.
- 2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/ProgramsProviders/#Resources.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. <u>Electronic Backups</u>

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

- 1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
- 2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
- 3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
- 4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

- 1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- 2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts,

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

 Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

- a. Methodologies used.
- b. The linguistic and cultural needs of non-English speaking or LEP groups.
- c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
- 3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement.

[22 CCR 11162]

- 2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
- 3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.

[22 CCR 11162]

IF-2223 Contract Exhibit D – Special Terms and Conditions

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

- 4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
- 5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

- The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
- The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
- 3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. <u>Notice to Eligible Beneficiaries of Contracted Services</u>

- 1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
- 2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
- 3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

IF-2223 Contract Exhibit E – Additional Provisions

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

- A. The Contractor shall assure that the following conditions are met:
 - Services shall be provided only to eligible participants of the Dignity at Home Fall Prevention Program, Older Californians Nutrition Program (OCNP)/Intergenerational Activities, Family Caregiver Support Program (FCSP), and Legal Services as defined in Exhibit A.
 - 2. Funds made available under this Agreement shall supplement, not supplant, any federal, State, or local funds expended by a State or unit of local government to provide fall prevention services.
 - 3. For the OCNP, FCSP, and Legal Services, the Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:
 - a. The Contractor or any subcontractors for any services covered in this agreement shall not use means tests.
 - b. Any client that does not contribute toward the cost of the services received shall not be denied services.
 - c. Methods used to solicit voluntary contributions for services covered in this agreement shall be non-coercive.
 - d. Each service provider will:
 - i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 - ii. Clearly inform each recipient that there is no obligation to contribute, and that the contribution is purely voluntary.
 - Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 - iv. Establish appropriate procedures to safeguard and account for all contributions.
 - v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.
 - 4. Funds made available under this Agreement shall be budgeted and expended in accordance with the five federal support service components

IF-2223 Contract Exhibit E – Additional Provisions

- specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for OAAPS.
- 5. Funds made available under this Agreement shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

ARTICLE II. SUBCONTRACTS

The Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors, and awards contracts to the lowest responsible and responsive bidder(s).

- A. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to program participants, in the delivery of services, or in subcontractors' operations.
- B. The Contractor shall require all subcontracts to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it relates to services rendered.
- C. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE III. REPORTING PROVISIONS

- A. The Contractor shall submit reports to the State for all programs as follows on a format prescribed by CDA, and will assure that all submitted data is complete, accurate, and verifiable to the best of their knowledge.
 - 1. Quarterly, the Contractor shall electronically submit the following service level data elements for all programs:
 - a. Number of service units delivered
 - b. Number of persons served
 - c. Total expenditure amount
 - d. Any additional reporting elements as specified for each program

IF-2223 Contract Exhibit E – Additional Provisions

2. The Contractor shall electronically submit data as instructed by CDA using the due dates as indicated below:

Table 1-Data Reporting Due Dates

Quarter	Reporting Period	Due Date
Quarter 1	July 1 – September 30	October 31
Quarter 2	October 1 – December 31	January 31
Quarter 3	January 1 – March 31	April 30
Quarter 4	April 1 – June 30	July 31

- 3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (<u>DataTeam.Reports@aging.ca.gov</u>), a written explanation including the reasons for the delay and the estimated date of submission.
- 4. Fiscal Closeout Report

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package. CDA will transmit specific closeout instructions, including the Closeout Report due date, under separate cover.

- B. Reporting requirements specific to OCNP/Intergenerational Activities
 - In addition to the data elements found in Section A, the contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.
- C. Reporting requirements specific to Family Caregiver Support Program
 - In addition to the data elements found in Section A, the contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.
- D. Reporting requirements specific to Dignity at Home Fall Prevention Program
 - 1. In addition to the data elements found in Section A, the Contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.
- E. Reporting requirements specific to Legal Services
 - In addition to the data elements found in Section A, the Contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Monterey	94-6000524
By (Authorized Signature)	
Printed Name and Title of Person Signing	to control events
Lori A. Medina, Director, Department of Soci	al Services
Date Executed	Executed in the County of
	Monterey CA
SS	

CONTRACTOR CERTIFICATION CLAUSES

- 1. <u>STATEMENT OF COMPLIANCE</u>: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
- 2. <u>DRUG-FREE WORKPLACE REQUIREMENTS</u>: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
- 4. <u>CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:</u> Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. <u>EXPATRIATE CORPORATIONS</u>: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

- 7. <u>DOMESTIC PARTNERS</u>: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
- 8. <u>GENDER IDENTITY:</u> For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. <u>CONFLICT OF INTEREST</u>: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. <u>LABOR CODE/WORKERS' COMPENSATION:</u> Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

- 3. <u>AMERICANS WITH DISABILITIES ACT:</u> Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 4. <u>CONTRACTOR NAME CHANGE:</u> An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 6. <u>RESOLUTION</u>: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 7. <u>AIR OR WATER POLLUTION VIOLATION</u>: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- 8. <u>PAYEE DATA RECORD FORM STD. 204:</u> This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA CALIFORNIA DEPARTMENT OF AGING CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

- CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
- EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.				
Contractor Name (Printed): County of Monterey	Federal ID Number: 94-60000524			
By (Authorized Signature):				
Printed Name and Title of Person Signing: Lori A. Medina, Director, Department of Socia	I Services			
Date Executed:	Executed in the County and State of: Monterey CA			
Indicate all California Department of Aging co	ntracts your organization participates in:			
☑ Area Plan (AP)	Financial Alignment (FA)			
☑ HICAP (HI)	☑MIPPA (Mi)			
MSSP (MS)	SNAP-Ed (SP)			
☐ Title V (TV)				

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA CALIFORNIA DEPARTMENT OF AGING INFORMATION INTEGRITY AND SECURITY STATEMENT CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

• 146461 1611104111g 1 001 IIII01111ation III0111 the work site wi	thout authorization.
Meets the encryption requirements in Exhibit D Article 18:	
Is in full compliance with the 128 Encryption requireme	nts.
Is not in compliance with the 128 Encryption requireme compliance by	ents and will achieve
	atement and will comply
I hereby certify that I have reviewed this Confidentiality St with the above statements. Lori A Medina Director Department of Social Services	×
with the above statements. Lori A. Medina, Director, Department of Social Services	
with the above statements.	Date

STATE OF CALIFORNIA - DEP	ARTMENT OF GENERAL SERVICES	300 10. 417	0 11 222332			
STANDARD AGREEMEN	т	AGREEMENT N			f Applicable)	
STD 213 (Rev. 04/2020)		IF-2223-				42000
This Agreement is entered in CONTRACTING AGENCY NAME	nto between the Contracting Agency ar	nd the Contractor na	med below:	30.04.00		
California Department o						
CONTRACTOR NAME	. , , , , , , , , , , , , , , , , , , ,				* 160	-
County of Monterey						
2. The term of this Agreement i	is:	77-1100-11			110 1100 900	
START DATE 07/01/2022						
THROUGH END DATE						
12/31/2024						
3. The maximum amount of this	s Agreement is:					
	lred seventy-three thousand fi					
4. The parties agree to comply	with the terms and conditions of the fo	ollowing exhibits, whi	ich are by this	reference made a part	of the Agre	ement.
EXHIBITS		TITLE				PAGES
Exhibit A	Scope of Work				204-0627	9 pages
Exhibit A, Attachment 1	General Information					1 page
Exhibit B	Budget Detail, Payment Provisi	ions, and Closeou	ut			8 pages
Exhibit B, Attachment 1	Budget Display - Dignity at Hor	me Fall Prevention	n			1 page
Exhibit B, Attachment 2	Budget Display - Nutrition Prog			vities		1 page
Exhibit B, Attachment 3	Budget Display – Family Careg			11.		1 page
Exhibit B, Attachment 4	Budget Display - Senior Legal	77.2.98010.1	5			1 page
Exhibit C*	General Terms and Conditions					0 pages
Exhibit D	Special Terms and Conditions Special Terms and Conditions				34 pages	
Exhibit E	-			3 pages		
), are hereby incorporated by reference	and made part of thi	s agreement a	is if attached hereto		o pages
	at <u>https://www.dqs.ca.gov/OLS/Resou</u>		ogreement c	s ij ditached hereto.		
IN WITNESS WHEREOF,	THIS AGREEMENT HAS BEEN	EXECUTED BY	THE PART	IES HERETO.		
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CONTRACTOR BUSINESS ADD 1000 South Main Street S			CITY Salinas		STATE CA	ZIP 93901-
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Lori A. Medina			Director, Department of Social Services			
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STATE OF CALIFORNIA - DEP	ARTMENT OF GENERAL SERVICES					
STANDARD AGREEMEN	T	AGREEMENT NI		PURCHASING AUTHORIT	TY NUMBER (If Applicable)
STD 213 (Rev. 04/2020)		IF-2223-				
This Agreement is entered in CONTRACTING AGENCY NAM	nto between the Contracting Agency a	and the Contractor na	med below:			
California Department o						
CONTRACTOR NAME	7,9,19					
County of Monterey						
2. The term of this Agreement	S:			111111 200 - 100 -		*****
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07/01/2022						
THROUGH END DATE						
12/31/2024 3. The maximum amount of this	s Agroomont is:					
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Exhibit A	Scope of Work	(1122				9 pages
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Exhibit A, Attachment 1	General Information				<u> </u>	1 page
Exhibit B	Budget Detail, Payment Provis				10000004	8 pages
Exhibit B, Attachment 1	Budget Display - Dignity at Ho					1 page
Exhibit B, Attachment 2	Budget Display – Nutrition Pro	gram & Intergener	rational Activ	vities		1 page
Exhibit B, Attachment 3	Budget Display - Family Care	giver Support		\$10000 OVINE 5 MO.		1 page
Exhibit B, Attachment 4	Budget Display - Senior Legal	l Services				1 page
Exhibit C*	General Terms and Conditions	s GTC-4/2017*				0 pages
Exhibit D	Special Terms and Conditions			34 pages		
Exhibit E	Additional Provisions		3 pages			
The provided and the second se	thown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.		o pages			
	at https://www.dgs.ca.gov/OLS/Reso			y assument mereus.		
IN WITNESS WHEREOF,	THIS AGREEMENT HAS BEE!	N EXECUTED BY	THE PART	IES HERETO.		
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CONTRACTOR NAME (if other to County of Monterey	han an individual, state whether a corpo	oration, partnership, etc	C.)			
CONTRACTOR BUSINESS ADD	DRESS		CITY		STATE	ZIP
1000 South Main Street S	Suite 301		Salinas		CA	93901-
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PRINTED NAME OF PERSON S	SIGNING		TITLE			
Lori A. Medina			Director, De	partment of Social Service	ces	
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Page 1 of 1

STATE OF CALIFORNIA - DEP	ARTMENT OF GENERAL SERVICES					
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County of Monterey						
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0	with the terms and conditions of the fo		ch are by this	reference made a part	of the Agre	
EXHIBITS	- MATES	TITLE				PAGES
Exhibit A	Scope of Work					9 pages
Exhibit A, Attachment 1	General Information					1 page
Exhibit B	Budget Detail, Payment Provision					8 pages
Exhibit B, Attachment 1	Budget Display - Dignity at Hor	***************************************				1 page
Exhibit B, Attachment 2	Budget Display - Nutrition Prog	gram & Intergener	ational Activation	vities		1 page
Exhibit B, Attachment 3	Budget Display – Family Careg	iver Support				1 page
Exhibit B, Attachment 4	Budget Display – Senior Legal	Services				1 page
Exhibit C*	General Terms and Conditions	- GTC-4/2017*				0 pages
Exhibit D	Special Terms and Conditions			34 pages		
Exhibit E	Additional Provisions 3 pa		3 pages			
	, are hereby incorporated by reference		agreement a	s if attached hereto.		
	at https://www.dgs.ca.gov/OLS/Resou THIS AGREEMENT HAS BEEN		THE DART	IES HEDETO		
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Page 1 of 1

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California Department of	f Aging					
CONTRACTOR NAME						
County of Monterey						
2. The term of this Agreement i START DATE	S:					
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3. The maximum amount of this						
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	with the terms and conditions of the foll		are by this re	ference made a part	of the Agre	
EXHIBITS		TITLE				PAGES
Exhibit A	Scope of Work					9 pages
Exhibit A, Attachment 1	General Information					1 page
Exhibit B	Budget Detail, Payment Provision	ons, and Closeout				8 pages
Exhibit B, Attachment 1	Budget Display - Dignity at Hom	ne Fall Prevention				1 page
Exhibit B, Attachment 2	Budget Display - Nutrition Progr	am & Intergenerati	ional Activit	es		1 page
Exhibit B, Attachment 3	Budget Display - Family Caregiv	ver Support				1 page
Exhibit B, Attachment 4	Budget Display – Senior Legal S	Services				1 page
Exhibit C*	General Terms and Conditions -					0 pages
Exhibit D	Special Terms and Conditions					34 pages
Exhibit E				3 pages		
Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.			o pages			
These documents can be viewed	at https://www.dgs.ca.gov/OLS/Resource	ces				
IN WITNESS WHEREOF,	THIS AGREEMENT HAS BEEN I	EXECUTED BY TH	HE PARTIE	S HERETO.		
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			Director, Department of Social Services			
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Inne Brenton, County Counsel

Page 1 of 1



Monterey County

Item No.19

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

September 20, 2022

Board Report

Legistar File Number: RES 22-172

Introduced: 9/6/2022 Current Status: Criminal Justice - Consent

Version: 1 Matter Type: BoS Resolution

a. Adopt Resolution to amend Probation Department's (2550-8164-PRO001) Adopted Budget to reallocate one (1) vacant Laundry Worker I position to one (1) Building Maintenance Worker position as indicated in Attachment A; and

b. Direct the County Administrative Office and Auditor-Controller to incorporate approved position changes in the FY2022-2023 Adopted Budget.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Adopt Resolution to amend Probation Department's (2550-8164-PRO001) Adopted Budget to reallocate one (1) vacant Laundry Worker I position to one (1) Building Maintenance Worker position as indicated in Attachment A; and
- b. Direct the County Administrative Office and Auditor-Controller to incorporate approved position changes in the FY2022-2023 Adopted Budget.

SUMMARY/DISCUSSION:

The Probation Department requests to reallocate one (1) vacant Laundry Worker I position to one (1) Building Maintenance Worker position. Due to new and technical maintenance requirements of the new Juvenile Hall, the age of the other Probation managed buildings, regular maintenance for two 24x7 institutions, as well as the increase of departmental service calls for maintenance and staff, the current staff of one (1) Senior Building Maintenance Worker is not sufficient to complete all maintenance activities needed to comply with health and safety requirements.

The Laundry Worker I position has been vacant since May 2020 when the incumbent went on an extended leave of absence and subsequently retired March 2022. The position's duties were absorbed by existing staff. The business need for the Building Maintenance Worker position is necessary to maintain existing County assets and increased workload. The existing Senior Building Maintenance Worker is already working at full capacity and cannot absorb additional duties. The department has had to outsource to complete repairs when this employee has been on vacation, out sick or on an extended leave of absence.

OTHER AGENCY INVOLVEMENT:

The Human Resources Department has reviewed and approved the Request to Classify (RTC). The Budget Committee supported the action during the August 31, 2022 meeting.

FINANCING:

There is a minimal impact on the FY 2022-23 budget for Probation, increasing expenditures on an

annual basis by approximately \$5,193, which will be offset through State reimbursements 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:

The approval of this action will support the strategic initiative:

 \underline{X} Administration: Promote an organization that practices efficient and effective resource management and it recognized for responsiveness, strong customer orientation, accountability, and transparency.

Prepared by: Wendi Reed, Management Analyst III, Ext. 3985 Approved by: Todd Keating, Chief Probation Officer, 755-3913

Attachments:

Attachment A - Position Changes

Resolution



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: RES 22-172

Introduced:9/6/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Resolution

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Legistar File Number: RES 22-172

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Prepared by: Wendi Reed, Management Analyst III, Ext. 3985 Approved by: Todd Keating, Chief Probation Officer, 755-3913 Docusigned by:

Jodd Keating

9/7/2022 | 3:28 PM PDT

Attachments:

Attachment A - Position Changes

Resolution



Monterey County

Item No.20

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

September 20, 2022

Board Report

Legistar File Number: A 22-471

Introduced: 8/22/2022 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Agreement

a. Approve and authorize the Chief Information Officer to sign a non-standard Radio Site Lease Agreement with the Heartland Mark, LLC - Pinball Site commencing September 20, 2022, and automatically self-renew each year on August 31 of that fiscal year unless amended and/or increasing annually based on the Cost-of-Living Adjustment (COLA) index; 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 Radio Site Lease Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer sign a non-standard Radio Site Lease Agreement with the Heartland Mark, LLC Pinball Site commencing September 20, 2022, and automatically self-renew each year on August 31 of that fiscal year unless amended and/or increasing annually based on the Cost-of-Living Adjustment (COLA) index; 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 Radio Site Lease Agreement.

SUMMARY:

This non-standard Radio Site Lease Agreement between the County of Monterey and Heartland Mark, LLC will permit the County to use space at Assessor's Parcel Number 080-037-006 location referred to as the "Pinball Site," which is a vital hub for a radio transmitter and receiver station which allows the Park Rangers to transmit public safety information for the south county while performing their duties as first responders.

DISCUSSION:

The Pinball Site is an existing site with an agreement between Monterey County Parks Department and Hubert Schwab since 2000. Heartland Marks LLC recently purchased the land and require a new agreement. This site is vital as it provides radio coverage for Pinball Hill, Monterey County, and San Luis Obispo County first responders, with an emphasis on stable radio communication for Southern Monterey County.

This non-standard Radio Site Lease Agreement with Heartland Mark, LLC provides public safety and microwave communications for Pinball Hill, Monterey County, and San Luis Obispo County. The Chief Information Officer recommends entering into this Agreement to provide analog two-way radio coverage for all effected first responders, law, fire, and ambulance services.

OTHER AGENCY INVOLVEMENT:

Esamamia Davalammant

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
X Infrastructure
X Public Safety
Prepared by: Teresa Meister, Management Analyst I, 759-6938
Approved by:
Data
Eric A. Chatham, Chief Information Officer, 759-6920
Attachments:
Heartland Mark LLC Agreement



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-471

Introduced:8/22/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

- a. Approve and authorize the Chief Information Officer to sign a non-standard Radio Site Lease Agreement with the Heartland Mark, LLC Pinball Site commencing September 20, 2022, and automatically self-renew each year on August 31 of that fiscal year unless amended and/or increasing annually based on the Cost-of-Living Adjustment (COLA) index; 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 Radio Site Lease Agreement.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer sign a non-standard Radio Site Lease Agreement with the Heartland Mark, LLC Pinball Site commencing September 20, 2022, and automatically self-renew each year on August 31 of that fiscal year unless amended and/or increasing annually based on the Cost-of-Living Adjustment (COLA) index; 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 Radio Site Lease Agreement.

SUMMARY:

This non-standard Radio Site Lease Agreement between the County of Monterey and Heartland Mark, LLC will permit the County to use space at Assessor's Parcel Number 080-037-006 location referred to as the "Pinball Site," which is a vital hub for a radio transmitter and receiver station which allows the Park Rangers to transmit public safety information for the south county while performing their duties as first responders.

DISCUSSION:

The Pinball Site is an existing site with an agreement between Monterey County Parks Department and Hubert Schwab since 2000. Heartland Marks LLC recently purchased the land and require a new agreement. This site is vital as it provides radio coverage for Pinball Hill, Monterey County, and San Luis Obispo County first responders, with an emphasis on stable radio communication for Southern Monterey County.

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Legistar File Number: A 22-471

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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
X Infrastructure
X Public Safety
Prepared by: Teresa Meister, Management Analyst I, 759-6938
Approved by:
— DocuSigned by:
Eric Chatham Date: 8/28/2022 11:01 PM PDT
Eric A. Chatham, Chief Information Officer, 759-6920
Attachments:
Heartland Mark LLC Agreement

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of September, 2022 between, Heartland Mark, LLC, hereinafter called Lessor, and the COUNTY OF MONTEREY, CALIFORNIA, hereinafter called Lessee.

WHEREAS, Lessor has under its control a certain piece of property described as Assessor's Parcel Number 080-037-006 and;

WHEREAS, Lessee desires to install, operate and maintain a radio transmitter and receiving station at said location for the purpose of extending and improving their two-way radio communication in the area, and;

WHEREAS, Lessor is willing to allow Lessee to occupy such space and operate its radio equipment in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, it is mutually agreed by the parties hereto as follows:

- 1. Lessee shall have the right to operate and maintain all equipment including tower and temporary shelter. The shelter shall be properly insured and licensed and proof of such shall be provided annually to Lessor. Lessee shall actively pursue an alternate site (or sites) to replace the Pinball site. Re-location of all equipment, including tower and shelter, shall be a priority.
- 2. Lessee power consumption for shelter and radio transmitter equipment contained therein shall be included in the lease cost to Lessor and Lessor shall be responsible for payment to utility company. In the event the cost (based on an increase in the per kilowatt, or other rate factor) increases, and results in, a substantially higher monthly bill exceeding the current monthly amount included in the annual lease, the Lessor has the right to request additional monies be added to the annual rent.
- 3. Lessee shall have the right of access to Lessor's property for the sole purpose of installing and maintaining said radio equipment. All travel over Lessor's property shall be in strict accordance with regulations established by Lessor.

- 4. Lessee agrees to install, maintain, and operate its equipment in accordance with the Federal Communications Rules and Regulations and in accordance with the highest engineering standards prevailing in the communications industry. In the event said equipment causes interference to any radio or television sets on Lessor's property, it shall be the responsibility of Lessee to eliminate such interference.
- 5. Lessee agrees to apply for all applicable permits relating to the construction, operation, and maintenance of said radio equipment at Lessee's expense. Lessee shall hold harmless and indemnify the Lessor from all claims and liability arising from/in connection with/omission of said permits.
- 6. Lessor and Lessee agree that each shall bear its own costs and assume liability for damage to property and injury to persons arising from the negligent acts or omissions of its officers, agents, and employees when acting within the scope of their employment and holds harmless and indemnifies each other from all claims and liability arising from such negligent acts or omissions. Costs for damage and injury arising from acts or omissions of third persons shall be borne by Lessor or Lessee respectively as to its own property. Lessee shall provide proof of self-insurance annually, or as requested by the Lessor.
- 7. In the event this Agreement shall be terminated by either party in accordance with the terms herein, Lessee shall be allowed and required within a period of sixty (60) days to remove all of Lessee's property, including the building and its contents and antennas and mounting structure.
- 8. Lessee shall pay to Lessor annually in advance for each fiscal year the sum of \$6000.00 (Six Thousand dollars) (hereinafter "Rent"). For every successive renewal date of the Agreement, on the anniversary of the Agreement, the Rent shall be adjusted annually based on the COLA index (found on ssa.gov site and effective January of each year).
- 9. Lessee and Lessor shall equally share all expenses relating to the maintenance of said road throughout the duration of this agreement; for any expenses in excess of five thousand dollars (\$5,000) in any one fiscal year the parties shall meet and confer prior to incurring the

expense and agreeing to the maintenance/repair.

- 10. Lessee shall not keep on the property any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the property or that might be considered hazardous or extra hazardous by any responsible insurance company. Lessee shall hold harmless and indemnify the Lessor from all claims and liability arising from any applicable health related or environmental laws and originating from the operation and or installation of said radio equipment.
- 11. This agreement shall be automatically self-renewed each year on September 20 of that fiscal year unless amended, changed, or cancelled by either party after giving at least sixty (60) days written notice to the other party prior to the next July otherwise automatic renewal date. In the event of an early termination by either party, no pro-rata lease refund shall be issued to Lessee.

LESSOR:	LESSEE:
By:	By:
Title: Owner	Title:
Date:	Date:
	COUNTY COUNSEL: Samul Bullerwill 61542069561440E Samuel Beiderwell By: Title: Deputy County Counsel Date: 8/22/2022 8:34 AM PDT
	AUDITOR-CONTROLLER: DocuSigned by: Gary Ghowy D3834BFEC1D8449
	By:

EXHIBIT "A" TO RADIO COMMUNICATION SITE LEASE AGREEMENT LEGAL DESCRIPTION OF PROPERTY SITE PLAN EQUIPMENT LIST

Legal Description of Property

The land described herein is situated in the State of California, County of San Luis Obispo, City of Paso Robles, described as follows: That portion of the Northwest ½ of the Northwest Section 8, lysing South of the South line of Inerlake County Road, said property being in Township 25 South, Range 10 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat of the Survey of said land, returned to the General Land Office by the Surveyor General.

Excepting 25% of all oil, gas and mineral rights in and to said real property, as reserved in deed dated March 26, 1974 and recorded May 22, 1974 in Book 1780, Page 200 of Official Records.

APN: 080-037-006

Site Plan



..Title

- a. Approve and authorize the Chief Information Officer of the Information Technology Department to sign a non-standard Radio Site Lease Agreement with the Heartland Mark, LLC Pinball Site commencing September 20, 2022, and automatically self-renew each year on August 31 of that fiscal year unless amended and/or increasing annually based on the Cost-of-Living Adjustment (COLA) index; 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 Radio Site Lease Agreement.

..Report

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer of the Information Technology Department to sign a non-standard Radio Site Lease Agreement with the Heartland Mark, LLC Pinball Site commencing September 20, 2022, and automatically self-renew each year on August 31 of that fiscal year unless amended and/or increasing annually based on the Cost-of-Living Adjustment (COLA) index; 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 Radio Site Lease Agreement.

SUMMARY:

This non-standard Radio Site Lease Agreement between the County of Monterey and Heartland Mark, LLC will permit the County to use space at Assessor's Parcel Number 080-037-006 location referred to as the "Pinball Site," which is a vital hub for a radio transmitter and receiver station which allows the Park Rangers to transmit public safety information for the south county while performing their duties as first responders.

DISCUSSION:

The Pinball Site is an existing site with an agreement between Monterey County Parks Department and Hubert Schwab since 2000. Heartland Marks LLC recently purchased the land and require a new agreement. This site is vital as it provides radio coverage for Pinball Hill, Monterey County, and San Luis Obispo County first responders, with an emphasis on stable radio communication for Southern Monterey County.

This non-standard Radio Site Lease Agreement with Heartland Mark, LLC provides public safety and microwave communications for Pinball Hill, Monterey County, and San Luis Obispo County. The Chief Information Officer recommends entering into this Agreement to provide analog two-way radio coverage for all effected 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 DevelopmentAdministration Health & Human Services
X Infrastructure
X Public Safety
Prepared by: Teresa Meister, Management Analyst, x6938
Approved by: Eric A. Chatham, Chief Information Officer, ext. 6920

Attachment: Radio Site Lease Agreement – Pinball Hill



Monterey County

Item No.21

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

September 20, 2022

Board Report

Legistar File Number: A 22-497

Introduced: 9/8/2022 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Agreement

- a. Approve and authorize the Chief Information Officer to execute a non-standard Service Agreement with Gartner, Inc., for the period of October 1, 2022, through September 30, 2025, for the provision of information technology advisory services in an amount not to exceed \$642,242; and
- b. Accept non-standard provisions in the Service Agreement as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary to implement the Agreement; and
- d. Authorize the Chief Information Officer, or his designee, to execute up to two (2) future amendments, subject to County Counsel review, to extend services by one (1) year per amendment and to allow for ten percent (10%) annual increase per year provided the amendments do not significantly change the terms of the Agreement, including non-standard terms approved by the Board.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer to execute a non-standard Service Agreement with Gartner, Inc., for the period of October 1, 2022, through September 30, 2025, for the provision of information technology advisory services in an amount not to exceed \$642,242; and
- b. Accept non-standard provisions in the Service Agreement as recommended by the Chief Information Officer; and
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SUMMARY:

The Information Technology Department (ITD) recommends utilizing Master Contract No. 7914 entered into by the County of Ventura and Gartner, Incorporated for Information Technology Consulting Services to obtain discount pricing for technology advisory services.

DISCUSSION:

The County of Ventura solicited Request For Proposal 5962 for Information Technology Research and Advisory Services, and with support from other government entities within the State of California, entered into Master Contract No. 7914 with Gartner, Inc., effective March 12, 2019, through March

11, 2024, for the provision of technology advisory services to include research, written evaluations and analysis, while facilitating access to analysts and subject matter experts in the information technology industry. This Master Contract between the County of Ventura and Gartner, Inc. allows other California counties, including Monterey County, to utilize this resource at reduced rates.

Amendment No. 1 to County of Ventura Contract No. 7914 with Gartner, Inc. was entered into effective January 1, 2020, through April 30, 2020. Additionally, Amendment No. 2, effective February 1, 2021, added services to include criminal justice agencies through a shared system referred to as the Ventura County Justice Information system (VCUIS). An additional scope of work was added to have Gartner develop a strategic roadmap to guide the County's VCUIS modernization initiative. Most recently, Amendment No. 3 added new products such as the Gartner for Chief Information Officers (CIOs).

On April 23, 2019, the Board of Supervisors approved an agreement between ITD and Gartner for the provision of information technology advisory services effective May 1, 2019 and authorized two additional one (1) year enrollment confirmations, through April 30, 2022. Currently there is an Amendment No. 1 to this agreement to extend the contract term start date of October 1, 2021, through September 30, 2022. This amendment had a change in name of user to be licensed for the Cross Function Member-Applications & Software Engineering Level of Access. ITD now seeks authority to enter into a new service agreement for the period beginning on October 1, 2022, and ending September 30, 2025.

In addition to executing the new service agreement, the Chief Information Officer of Information Technology Department requests authorization to execute two additional one-year enrollment confirmations, to purchase these services for a maximum of two (2) additional years, on the assumption that Ventura County and Gartner Inc. will continue the underlying Master Contract through its stated termination date, March 11, 2024. The requested authorization permits the execution of additional enrollment confirmations only if the Master Contract No. 7914 is extended and continues to provide for advantageous pricing.

The requested authorization limits any increases in costs to a maximum of ten percent over the prior year and each future enrollment confirmation is subject to prior County Counsel review. If terms and conditions are changed differ substantially from those approved by the Board, staff will return to the Board for additional authority.

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:

Approval of the recommended agreement will enable ITD to ensure the County's information technology systems have the insights, advice, and tools to achieve their mission-critical priorities.

Attachments:
Gartner Service Agreement
County of Ventura Contract #7914,
Amendment No. 1, 2, & 3



Monterey County

Item No.20

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

September 20, 2022

Board Report

Legistar File Number: A 22-497

Introduced: 9/8/2022 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Agreement

- a. Approve and authorize the Chief Information Officer to execute a non-standard Service Agreement with Gartner, Inc., for the period of October 1, 2022, through September 30, 2025, for the provision of information technology advisory services in an amount not to exceed \$642,242; and
- b. Accept non-standard provisions in the Service Agreement as recommended by the Chief Information Officer; and
- c. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary to implement the Agreement; and
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RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Chief Information Officer to execute a non-standard Service Agreement with Gartner, Inc., for the period of October 1, 2022, through September 30, 2025, for the provision of information technology advisory services in an amount not to exceed \$642,242; and
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SUMMARY:

The Information Technology Department (ITD) recommends utilizing Master Contract No. 7914 entered into by the County of Ventura and Gartner, Incorporated for Information Technology Consulting Services to obtain discount pricing for technology advisory services.

DISCUSSION:

The County of Ventura solicited Request For Proposal 5962 for Information Technology Research and Advisory Services, and with support from other government entities within the State of California, entered into Master Contract No. 7914 with Gartner, Inc., effective March 12, 2019, through March

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The requested authorization limits any increases in costs to a maximum of ten percent over the prior year and each future enrollment confirmation is subject to prior County Counsel review. If terms and conditions are changed differ substantially from those approved by the Board, staff will return to the Board for additional authority.

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.

Legistar File Number: A 22-497

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Approval of the recommended agreement will enable ITD to ensure the County's information technology systems have the insights, advice, and tools to achieve their mission-critical priorities.

__Economic Development

X Administration

Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Teresa Meister, Management Analyst I, 759-6938

Approved by:

—Docusigned by: Eric Cleatham

Date: 9/14/2022 | 10:12 AM PDT

Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:

Gartner Service Agreement

County of Ventura Contract #7914,

Amendment No. 1, 2, & 3

Gartner, Inc. Service Agreement for **COUNTY OF MONTEREY** ("Client")

This Service Agreement ("SA") is between Gartner, Inc. of 56 Top Gallant Road, Stamford, CT 06902 ("Gartner") on behalf of itself and all wholly-owned affiliates of Gartner, Inc. and Client of 1590 Moffett St, Salinas, CA 93905-3342. ("Client"), and includes the Master Client Agreement (7914) between Gartner or Gartner's parent or affiliate and Client or Client's parent or affiliate dated JUN-2022 the terms of which are incorporated by reference, and all applicable Service Descriptions. This SA constitutes the complete agreement between Gartner and Client. Client agrees to subscribe to the following Services for the term and fees set forth below.

1. DEFINITIONS AND ORDER SCHEDULE:

Services are the subscription-based research and related services purchased by Client in the Order Schedule below and described in the Service Descriptions. Service Names and Levels of Access are defined in the Service Descriptions. Gartner may periodically update the names and the deliverables for each Service. If Client adds Services or upgrades the level of service or access, an additional Service Agreement will be required.

Service Descriptions describe each Service purchased, specify the deliverables for each Service, and set forth any additional terms unique to a specific Service. Service Descriptions for the Services purchased in this SA may be viewed and downloaded through the hyperlinks listed in Section 2 below or may be attached to this SA in hard copy, and are incorporated by reference into this SA.

Service Name	Level of Access	Quantity	Name of User to be Licensed	Contract Term Start Date	Contract Term End Date	Annual Fee USD	Total Fee USD
Gartner for Enterprise IT Leadership Team Plus	Cross Function Member - Applications & Software Engineering	3	Alex Zheng, TBD, Paresh Patel	01-OCT-2022	30-SEP-2023		
Gartner for Enterprise IT Leadership Team Plus	Leader - Applications & Software Engineering	1	Michelle Karim	01-OCT-2022	30-SEP-2023		
Gartner for CIOs	Individual Access	1	Eric Chatham	01-OCT-2022 Term Total	30-SEP-2023 (Excluding applicable taxes)		\$205,750.00
Gartner for Enterprise IT Leadership Team Plus	Cross Function Member - Applications & Software Engineering	3	Alex Zheng, TBD, Paresh Patel	01-OCT-2023	30-SEP-2024		
Gartner for Enterprise IT Leadership Team Plus	Leader - Applications & Software Engineering	1	Michelle Karim	01-OCT-2023	30-SEP-2024		
Gartner for CIOs	Individual Access	1	Eric Chatham	01-OCT-2023 Term Total	30-SEP-2024 (Excluding applicable taxes)		\$212,959.00
Gartner for Enterprise IT Leadership Team Plus	Cross Function Member - Applications & Software Engineering	3	Alex Zheng, TBD, Paresh Patel	01-OCT-2024	30-SEP-2025		
Gartner for Enterprise IT Leadership Team Plus	Leader - Applications & Software Engineering	1	Michelle Karim	01-OCT-2024	30-SEP-2025		
Gartner for CIOs	Individual Access	1	Eric Chatham	01-OCT-2024 Term Total	30-SEP-2025 (Excluding applicable taxes)		\$223,533.00
				Total Services:	(Excluding applicable taxes)		\$642,242.00

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Due to the multi □year term of this Service Agreement, Client expressly waives its right of termination for convenience.

2. SERVICE DESCRIPTIONS:

Service Name/ Level of Access	Service Description URL
Gartner for CIOs Individual Access	http://sd.gartner.com/sd cio individual advisor.pdf
Gartner for Enterprise IT Leadership Team Plus	http://sd.gartner.com/sd eitl team plus leader.pdf
Leader	
Gartner for Enterprise IT Leadership Team Plus	http://sd.gartner.com/sd eitl team plus cf member.pdf
Cross Function Member	

3. PAYMENT TERMS

4. CLIENT BILLING INFORMATION

Gartner will invoice Client annually in advance for all Services. Payment is due 30 days from the invoice date. Client shall pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of Services, with the exception of any taxes imposed on the net income of Gartner.

Please attach any required Purchase Order ("PO") to this SA and enter the PO number below. If an annual PO is required for multi-year contracts, Client will issue the new PO at least 30 days prior to the beginning of each subsequent contract year. Any pre-printed or additional contract terms included on the PO shall be inapplicable and of no force or effect. All PO's are to be sent to purchaseorders@gartner.com. This SA may be signed in counterparts.

Purchase Order Number	Billing Address
Invoice Recipient Tel. No.	Invoice Recipient Name
	Invoice Recipient Email
5. AUTHORIZATION	
Client: COUNTY OF MONTEREY	Gartner, Inc. Docusigned by: Usuly Bellulu 3C6861B4DAC2436
Signature	Signature September 6, 2022
Date	Date Ashley Beluch
Print Name	Print Name Senior Contracts Specialist
Title	Title
—Docusigned by: Samuel Beiderwell	Jennifer Forsyth
9/7/2022 1: 多 細胞門 P配iderwell County Counsel	9/7/2022 3: Alid More Controller

COUNTY OF VENTURA CONTRACT NUMBER #7914

This Contract is hereby entered into by and between the County of Ventura ("County") and Gartner, Inc. ("Gartner "or "Contractor") (collectively, "parties").

WHEREAS, it is necessary and desirable that Contractor be engaged by County for the purpose of performing Information Technology Consulting services hereinafter described.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor will perform services for County in accordance with the terms, conditions and specifications set forth herein and in the Scope of Work entitled: Ventura County RFP 5962 Table 2 – Service Descriptions, Attachment A, which is incorporated herein by reference.

2. PAYMENTS

For services rendered in accordance with all terms, conditions and specifications set forth herein and in Attachment A, County will make payment to Contractor in the amount and in the manner specified in the Fee Schedule entitled: Ventura County RFP 5962 Table 1 – Research and Advisory Services, Attachment B.

3. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and no relationship of employer and employee is created by this Contract. Neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be a member, partner, employee, subcontractor or otherwise of Contractor, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or other employee benefits of any kind.

Except as provided in this Contract, Contractor in the performance of the services hereunder agreed to be performed is subject to the control or direction of County solely as to the results to be accomplished by the services and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging, and applicable requirements of law will be the responsibility of and determined by Contractor, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

Contractor will comply with all applicable provisions of the Worker's Compensation Insurance and Safety Act of the State of California (codified as amended

commencing at Labor Code section 3200), including, without limitation, divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar state and federal laws, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said laws which may be incurred by reason of any work to be performed under this Contract.

4. Non-Assignability

Contractor will not assign this Contract or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract. County may withhold its consent to assignment at its discretion.

5. TIMING

Time is of the essence in the performance of this Contract.

6. TERM

The term of this Contract will commence on March 12, 2019 and be in effect through March 11, 2024, unless earlier terminated pursuant to the terms and conditions set forth herein.

Continuation of the Contract is subject to the appropriation of funds for such purpose by County's Board of Supervisors. If funds to effect such continued payment are not appropriated, County may terminate this Contract and Contractor will relieve County of any further obligation hereunder.

7. TERMINATION

<u>Termination for Breach</u> - Either party may, upon giving ten (10) business days' written notice identifying specifically the basis for such notice, terminate the Master Agreement or a Service Agreement issued subject to the Master Agreement for breach of a material term or condition of the Master Agreement, provided the other party shall not have cured such breach within the ten (10) business day cure period.

<u>Termination for Convenience</u> - County may terminate this Master Agreement for its convenience upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall be entitled to payment of all Service Agreements issued prior to the effective date of such termination. All provisions of this Agreement which are by their nature intended to survive the expiration or termination of this Agreement for breach and/or County's convenience shall survive such expiration or termination.

8. TRANSFER OF PROPERTY

On completion or termination of this Contract, County will be entitled to immediate possession of and Contractor will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by Contractor for

this particular Contract prior to any termination. Contractor may retain copies of said original documents for Contractor's files.

9. **DEFAULT; TERMINATION AFTER DEFAULT**

If Contractor defaults in the performance of any term or condition of this Contract, Contractor must cure that default by satisfactory performance within 10 days after service upon Contractor of written notice of the default. If Contractor fails to cure the default within that time, then County may terminate this Contract without further notice. The foregoing requirement for written notice and opportunity to cure does not apply to a termination pursuant to section 6.

10. INDEMNIFICATION AND HOLD HARMLESS

<u>Person and/or Tangible Property</u> - Contractor agrees to indemnify, defend and hold harmless the County, its employees, officers and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the Contractor, its personnel, or agents during the course of the Services under this Agreement.

Contractor agrees to waive all rights of subrogation against County for losses arising proximately and directly from the activities and work covered by this Agreement.

11. INSURANCE PROVISIONS

- A) Contractor, at Contractor's sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
 - 1) General liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
 - 2) Commercial automobile liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, nonowned, and hired automobiles, and also including uninsured/underinsured motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
 - Workers' compensation coverage, in full compliance with California statutory requirements, for all employees of Contractor and employer's liability coverage in the minimum amount of \$1,000,000.
 - 4) Professional liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.

- B) All insurance coverage Contractor is required to obtain and maintain will be primary coverage as respects County, and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Contractor must purchase additional coverage to meet requirements.
- D) For the general liability insurance required above, County and, if applicable, County's dependent special districts are to be named as additional insureds as respects work done by Contractor under the terms of this Contract.
- E) Contractor agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising directly or indirectly from the services, work and/or activities performed under the terms of this Contract.
- F) Contractor shall employ commercially reasonable efforts to advise County within thirty (30) days of any cancellation or determination to affect a material change in the insurance coverage's listed herein and/or maintained by Contractor in support of this Agreement
- G) Contractor agrees to provide County with the following insurance documents on or before the commencement date of this Contract:
 - 1. Certificates of Insurance for all required coverage.
 - 2. Additional Insured endorsement for general liability insurance.
 - 3. Waiver of Subrogation endorsement (also known as Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for workers' compensation insurance.

Failure to provide these documents will be, at County's sole discretion, grounds for immediate termination of this Contract or suspension of the commencement date.

12. Non-discrimination

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) <u>Employment.</u>

Contractor will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. Contractor's personnel policies will be made available to County upon request.

13. SUBSTITUTION OF PERSONNEL

If Attachment A identifies specific personnel of Contractor to work on this Contract, Contractor will not assign others to work in their place without advance written approval of County. Any substitution will be with a person of commensurate experience and knowledge.

14. CONTRACTOR INVESTIGATION AND RESEARCH; ENTIRE UNDERSTANDING

Contractor by investigation and research has acquired reasonable knowledge of all conditions affecting the services to be performed under this Contract, and Contractor acknowledges that Contractor's execution of this Contract is based on such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein. This Contract supersedes all previous agreements, understandings and representations of any nature whatsoever, whether oral or written, between the parties hereto, and constitutes the entire understanding between them, regarding the subject matter hereof. Contractor acknowledges that no representations, inducements or promises have been made by or on behalf of County except those expressly set forth herein and that no representation, inducement or promise not contained in this Contract will be valid or binding against County.

15. CONTRACT MONITORING

County will have the right to review the work being performed by Contractor under this Contract at any time during Contractor's usual working hours. Review, checking, approval or other action by County will not relieve Contractor of Contractor's responsibility for the thoroughness of the services to be provided hereunder. This Contract will be administered on behalf of County by Brian Ganley or his authorized representative.

16. CHANGES TO CONTRACT

County may from time to time require changes in the scope of the services or other terms or conditions of this Contract. Such changes, including any increase or decrease in the amount of Contractor's compensation, which are mutually agreed upon by the parties will be effective only when set forth in a written amendment to this Contract signed by the parties.

17. CONFLICT OF INTEREST

Contractor covenants that Contractor presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest will be employed or retained by Contractor under this Contract.

18. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies, communications or other forms of knowledge given to or prepared or assembled by Contractor under this Contract which County requests in writing to be kept confidential will not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

19. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY:

COUNTY OF VENTURA

GENERAL SERVICES AGENCY PROCUREMENT SERVICES 800 SOUTH VICTORIA AVENUE VENTURA, CALIFORNIA 93009-1080

TO CONTRACTOR: GARTNER, INC.

LEGAL & CONTRACTS

1201 WILSON BLVD - 17TH FLOOR

ARLINGTON, VA 22209

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

20. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by resort to the following documents in the following order:

- 1. This Contract:
- 2. County of Ventura RFP # 5962
- Contactor's Proposal dated December 18, 2018 3.

21. **GOVERNING LAW**

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

22. SEVERABILITY OF CONTRACT

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

23. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

24. COMPLIANCE WITH LAWS

Each party to this contract will comply with all applicable laws.

25. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this contract will be construed to be both a covenant and a condition

26. LIVING WAGE ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Living Wage Ordinance (LWO) Nos. 4233 and 4236, and as amended from time to time.

Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of health benefits as defined in the LWO. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each such Subcontractor to the County within 90 days of the execution of the Subcontract. Contractor's delivery of executed pledges from each such Subcontractor shall fully discharge the obligation of the Contractor to comply with the provision in the LWO contain in Section 4957 concerning compliance with the LWO.

27. PAYMENT

Payment terms are typically Net 30 Days, in arrears for deliverables based Consulting services. Payment terms for Subscription based Research Services is net/30 from the date a service agreement is executed and/or access is provided. Reimbursement for travel and expenses are to be in accordance with the County's expense reimbursement policy (Administrative Manual).

28. ACCESS TO AND USE OF COUNTY TECHNOLOGY

As part of this contract Contractor shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the Contractor who will access (which shall include, but is not limited to, the use, maintenance, repair or installation of) County information technology in the course of his, or her, work for the County is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any County information technology system or component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the County.

29. SPECIAL TERMS — RESEARCH SUBSCRIPTIONS

- **A.** An individual Service Agreement (SA) for subscription-based research and related services (the "<u>Services</u>") once issued is non-cancelable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period.
- B. Ownership and Use of the Services. Contractor owns and retains all rights to the Services not expressly granted to County in a SA. Only the individuals named in a SA (each a "Licensed User") may access the Services. Each Licensed User will be issued a unique password, which may not be shared. County agrees to review and comply with the Usage Guidelines for Contractor Services ("Guidelines"), which are accessible to all Licensed Users via the "Policies" section of gartner.com. Among other things, these Guidelines describe how County may substitute Licensed Users, excerpt from and/or share Contractor research documents within the County organization, and quote or excerpt from the Services externally.
- c. Disclaimer of Warranties. The services are provided on an "as is" basis, and contractor expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of fitness for a particular purpose or as to accuracy, completeness or adequacy of information. Client recognizes the uncertainties inherent in any analysis or information that may be provided as part of the services, and acknowledges that the services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Contractor shall not be liable for any actions or decisions that county may take based on the services or any information or data contained therein. County understands that it assumes the entire risk with respect to the use of the services.
- D. County Confidential Information. Contractor agrees to keep confidential any County-specific information communicated by County to Contractor in connection with this SA that is (i) clearly marked confidential if provided in written form, or (ii) preceded by a statement that such information is confidential, if provided in oral form, and such statement is confirmed in writing within 15 days of its initial disclosure. This obligation of confidence shall not apply to any information that: (1) is in the public domain at the time of its communication; (2) is independently developed by Gartner; (3) entered the public domain through no fault of Contractor subsequent to County's communication to Gartner; (4) is in Gartner's possession free of any obligation of confidence at the time of County's communication to Gartner; or (5) is communicated by the County to a third party free of any obligation of confidence. Additionally, Contractor may disclose such information to the extent required by legal process.

E. Miscellaneous

- A. **Assignability.** A SA and the rights granted to County in a SA may not be assigned, sublicensed or transferred, in whole or in part, by either party without the prior written consent of the other party, except to a successor to substantially all of the business or assets of a party by merger or acquisition. Where consent is required, it will not be unreasonably withheld.
- B. **Use of Name, Trademark, and Logo**. Absent the prior written consent of the other party, neither party shall use the name, trademarks, or logo of the other in promotional materials, publicity releases, advertising, or any other similar publications or communications.
- C. No Third Party Beneficiaries. SA's are for the benefit of the parties only.

30. SPECIAL TERMS — AD HOC CONSULTING PROJECTS

Ownership of Deliverables: Deliverables, as defined in the ordering documents, are subject to the payment of applicable fees contained in an individual Statement of Work, Contractor shall assign to County ownership of any project Deliverable(s) originally created for and submitted to the County, provided, however, that Contractor may use, reproduce, display and distribute excerpts and data from the Deliverables, either alone or together with other material, in the ordinary course of Gartner's business, so long as such excerpts and data do not identify County by name or contain any of the County's confidential or proprietary information, and provided further that Contractor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Gartner's copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property").

Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of County's confidential information.

Indemnification for Intellectual Property:

Upon notification of a claim against County alleging any Contract Deliverable infringes a copyright, patent or trade secret of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against County. Contractor will not indemnify County however, if the claim of infringement is caused by (1) County's misuse or modification of the Deliverable; (2) County's failure to use corrections or enhancements made available by Contractor; (3) County's use of the Deliverable in combination with any product or information not owned or developed by Contractor (4) Information direction, specification or materials provided by County. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing, or (d) direct the return of the Deliverable and refund to County the fees paid for such Deliverable.

<u>Preexisting Materials</u>: County shall retain its rights in any proprietary material that County supplies to Contractor. If the County provides Contractor with materials owned or controlled by County or with use of, or access to, such materials, the County grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work. Contractor grants to County for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Contractor "Preexisting Intellectual Property" embodied in the Deliverables.

<u>Limitation of Liability</u>: Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages.

Warranty: a) The County warrants that Contractor's use of any materials furnished by the County in connection with a specific consulting order's Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) Contractor warrants that the Deliverables, in the form provided to the County, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE COUNTY.

COUNTY OF VENTURA	CONTRACTOR*		
Authorized Signature	Thurs a Cumum ?		
	Phillip A. Cummings		
Printed Name	Printed Name		
Title	Contracts Counsel Title		
Date	05 March Date		
	04-3099750 Tax Identification Number		

CONTRACTOR*	
Authorized Signature	
Dela La el Maria	
Printed Name	
Title	_
Date	

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

^{*} If a corporation, this Contract must be signed by two specific corporate officers.

CT 4800 FY20 - 59

AMENDMENT NO. 1 TO COUNTY OF VENTURA CONTRACT # 7914 WITH GARTNER INC. FOR IT CONSULTING SERVICES

The County of Ventura (County) and Gartner Inc., hereby agree that the agreement identified as Ventura County Contract No. 7914 previously entered into by the parties is amended, effective as follows:

- 1. Replace Attachment A, Gartner Service Agreement, with the attached Attachment A, effective May 1, 2020.
- 2. Add Attachment B, effective January 1, 2020 through April 30, 2020;.
- 3. Add the attached Consolidated SOW, effective May 1, 2020.
- 4. Extend the end date through April 30, 2021.
- 5. The new not to exceed amount is \$689,675.01.
- 6. All other terms and conditions remain the same.

COUNTY OF VENTURA	GARTNER INC.
Mulin Lynn Signature	Phillip A. Cummings Authorized signature
Melissa Lorenzen	Phillip A. Cummings
Printed name	Printed name
Buyer	Contracts Counsel
Title	Title 02 June 2020
05/27/2020	B. (
Date	Date
	GARTNER INC.
	Authorized signature
	Printed name
	Title
	Date

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

^{*} If a corporation, this Contract must be signed by two specific corporate officers.

AMENDMENT NO. 2

TO

COUNTY OF VENTURA CONTRACT # 7914 WITH GARTNER

FOR

IT CONSULTING SERVICES

The County of Ventura (County) and Gartner Inc., hereby agree that that agreement identified as Ventura County Contract No. 7914 previously entered into by the parties is amended, effective as follows:

- The criminal justice agencies of Ventura County currently are served by a shared case
 management system referred to as the Ventura County Justice Information system (VCIJIS).
 VCIJIS is developed on a legacy platform and presents sustainability risks and limited
 opportunities for the County to benefit from technology innovations. Add the attached SOW,
 effective February 1, 2021, to have Gartner develop a strategic roadmap to guide the County's
 VCIJIS modernization initiative.
- 2. The new not to exceed amount is increased by \$206,000 to \$2,062,370.01 for the Service Period May 1, 2020 through April 30, 2024.
- 3. All other terms and conditions remain the same.

COUNTY OF VENTURA MUMA	GARTNER INC. Docusigned by: Lim Blimka 9FB5551581C34B5
Signature	Authorized Signature
Melissa Lorenzen	Kim Blimka
Printed Name	Printed Name
Buyer	Contracts Specialist
Title	Title
01/15/2021	
Date	Date
	GARTNER INC.
	N/A
	Authorized Signature
	Printed Name
	Title
	Date

AMENDMENT NO. 2

TO

COUNTY OF VENTURA CONTRACT # 7914 WITH GARTNER

FOR

IT CONSULTING SERVICES

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporation signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

VCIJIS Modernization Strategic Plan – Proposal

Gartner Public Safety & Justice Consulting

Prepared for: Ventura County Engagement Number: 330067806

February 1, 2021





Introduction

Approach Overview
Statement of Work
Assumptions
Investment Summary
Contract Details
Authorization
Appendix:

- Associate Biographies
- About Gartner



Introduction **Document Purpose**

The purpose of this document is discuss Gartner's potential engagement approach to assist Ventura County in supporting the County's VCIJIS Modernization Strategy





Introduction

Understanding and objectives

Our understanding of the current situation

The criminal justice agencies of Ventura County currently are served by a shared case management system referred to as the Ventura County Justice Information system (VCIJIS). VCIJIS is developed on a legacy platform (PowerBuilder and Sybase) that presents sustainability risks for the County and limits opportunities to benefit from technology innovations.

The County engaged Gartner to assess modernization alternatives for VCJIS completed earlier in 2020, exploring options such as COTS, custom-build and hybrid approaches. As a result of the assessment a go forward recommendation was provided based on specific criteria and County priorities. Leveraging the assessment recommendation as a basis the County is seeking to validate and expand on planning assumptions and develop a strategic roadmap to guide the County's modernization initiative. Key planning components include:

- Technical architecture assumptions
- High level initiative descriptions, assumptions, outcomes, ROM timeframes and resource needs
- Sequence of and dependencies between initiatives
- Program governance model and governance oversight assumptions

The County has asked Gartner to provide subject matter expertise and facilitate its process in developing its VCIJIS Modernization Strategy and Roadmap.

Gartner response

Gartner's Public Safety and Justice Team has extensive experience developing system modernization strategies and specific expertise for integrated justice information systems (IJIS), platforms and capabilities. We understand the operational drivers for advanced IJIS solutions and based on our experience can quickly develop aligned planning assumptions for the County's program based on priorities, leading practices and technical realities.

Our proposed approach is designed to achieve the following objectives:

- Confirm and validate the County's solution direction, associated assumptions, implications and governance model to deliver a modern VCIJIS
- Build on initial solution assumptions (phase 1) to include planning, sourcing, integration assumptions as a basis for the County's VCIJIS Strategic Plan
- Define components/initiatives required to execute the strategy
- Build a consensus, actionable roadmap that defines sequence, outcomes and dependencies of confirmed initiatives to deliver the County's Modern VCIJIS

Gartner's methodology is based on tested tools and processes and is designed to be collaborative, transparent and result in the actions most appropriate for the needs of the County and its stakeholders.

The following slides summarize our proposed approach.



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Approach Overview

VCIJIS Modernization Strategic Plan – Scope Summary





Validation and Strategic Planning Baseline





ACTIVITIES

Initiate project, governance, controls

- Initiate project
- Establish status reporting and communication protocols
- Establish Core VCIJIS Working Group
- Conduct project kickoff meeting including discovery workshop for recent VCIJIS developments and presentation of IJIS fundamentals
- Conduct policy level visioning workshop to determine strategic objectives and priorities for data sharing in Ventura County

Validate Conditions, Assumptions, Establish Modernization Strategy

- Apply Gartner IJIS framework to identify and define needs and opportunities
- Conduct work group interviews to measure conformance, gaps and readiness against each component of the IJIS framework
- Incorporate market intelligence into sourcing decisions (e.g., CMS solution providers)
- Facilitate consensus decisions among stakeholders through targeted workshops
- Document and present analysis and conclusions

Describe discrete initiatives required to achieve VCIJIS modernization objectives

- Develop preliminary recommended initiatives for filling IJIS gaps and improving readiness including alternatives where applicable
- Determine high level costs, durations, resource requirements
- Conduct workshops with VCIJIS Work Group to validate and refine recommended initiatives
- Present initiative charters to the Work Group

Develop actionable roadmap to serve as guide to modernizing VCIJIS

- Validate inter-initiative and external dependencies and priorities
- Develop draft integrated roadmap and action plan to modernize VCIJIS
- Confirm roadmap with Work Group
- Present final Roadmap to executive level leadership

DELIVERABLES

- Project Initiation Document
- Weekly Status Reports

 VCIJIS Modernization Strategy Baseline VCIJIS Modernization Initiative Summary Charters VCIJIS Strategic Plan and Roadmap

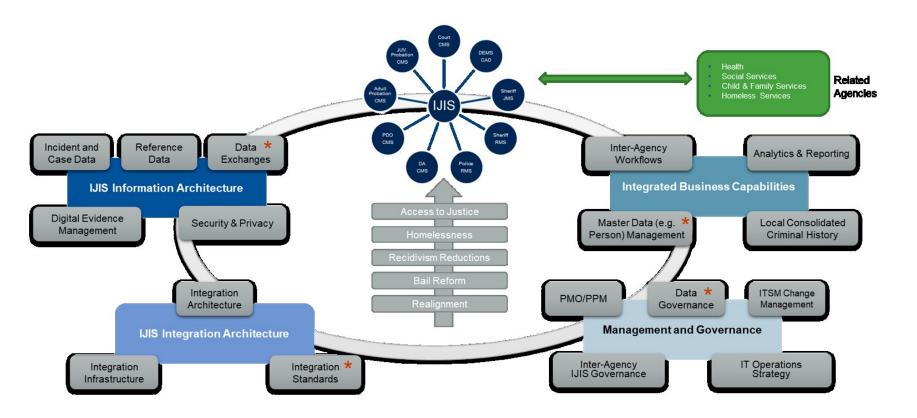
TIMEFRAME

• 1 week
• 5 weeks
• 3 weeks
• 2 weeks



IJIS Strategic Planning Framework

Review and validate IJIS components with Working Group



* A Data & Analytics Leadership Partner will accelerate data-governance maturity and enable the modernization transformation for the County (see slides 14, 15 & 38)

Gartner will provide recommendations and facilitate decisions for the following:

- Governance
- Data sharing architecture
- Readiness
 - Data
 - Organization
 - Technical
- Agency-level system sourcing (build vs. COTS)
- Implementation and transition assumptions (phasing and cutover)

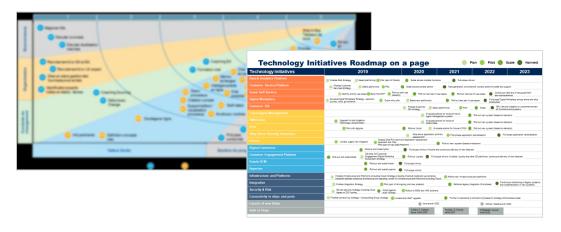


Approach Overview

VCIJIS Strategic Planning – Development Approach



Roadmap Overview



Validating and extending programmatic, technical and implementation assumptions drives definition of initiatives; when integrated, reflect the County's roadmap to its Modern VCIJIS.

Roadmap Initiative Template For Year 1

Initiative	1b. Platform revision requirements	sions or replacements to support	Initiative Owner	BIS KSI Customer Focus (Individual TBD by BPA)		
Description	Replace existing	platform. Extend new platform to support	priority processes and functionality			
Ke	y Objectives, Ou	itcomes and Measures		Key Activities		
management, bill Estimated benefi	sses and services ing, and contracti	across customer relationship ng se include operational	Evaluate hosting options and priorities for platforms: on-premises, cloud, managed service Evaluate user experience and interface for ease, clarity – could include reaching out to customers to find out needs and preferences Evaluate integration options across multiple data sources Evaluate revised and replacement platform vendors and products Select platform, processes, and services for implementation Pilot, test, and deploy revised capabilities			
	Key Deliverables			Constraints and Dependencies		
Business Case Platform(s) and product vendors selected			Constraints: 1. Resource availability and knowledge to revise or replace platform 2. Funding availability to purchase and implement new platform 3. Constrained in ability to ask customers about preferences and needs, and to evaluate current portal 4. Procurement timeline, cybersecurity requirements and IT support are potential			
Effort + Timing	iming ■ 6 months in Phase 1		barriers Dependencies: 1. Data dictionary and information will require to BTO's ability (Foundational 1, 4)			
Key Skills + Resources Estimated Costs		Change Management Considerations/Communications				
■ Vendor management ■ \$600,000		Acceptance and adoption of new system by the enterprise Customer and employee willingness to adopt self service and standard processes				



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VCIJIS Modernization Strategic Plan – Task 1

Task 1: Initiation and Guiding Principles

Overview Deliverable(s) and Time Fram

Objective:

■ Work closely with Ventura County to set the foundation for a successful engagement that is delivered on time, within budget and meets the objectives of the County and stakeholders.

Activities performed by Gartner:

- Conduct project planning meeting with County PM to confirm stakeholders, discuss logistics and schedule near term activities
- Prepare draft Project Initiation Document (PID) inclusive of project plan, schedule and communication plan
- Conduct Project Initiation Meeting with key stakeholders (ITSD and agencies) to discuss objectives, scope, schedule and assumptions, finalize PID based on stakeholder input
- Develop status report and conduct weekly project status meeting
- Review relevant background information
- Prepare visioning workshop background materials
- Conduct Policy Level Visioning Workshop to determine strategic objectives and priorities for criminal justice data sharing in Ventura County
- Incorporate strategic objectives, priorities and guiding principles in the Task 2 VCIJIS Modernization Strategy Baseline

County responsibilities:

- Schedule and participate in initiation meeting
- Schedule stakeholders and participate in workshop

Deliverable(s):

- Project Initiation Document
- Weekly Status Reports

Time frame:

Week 1 (Status Reports delivered weekly through week 11)

- 1 x 1 hour project planning meeting by teleconference
- 1 x 1 hour Project Initiation Meeting by teleconference
- 1 x 30 minute weekly project status meeting by teleconference (through week 9)
- 1 x 2 hour Policy Level Visioning Workshop by teleconference
- Relevant project documentation will be provided NLT the end of Task 1one week prior to stakeholder interviews



VCIJIS Modernization Strategic Plan – Task 2

Task 2: Validation and Strategic Planning Baseline

Objective:

Develop a baseline target state description for core VCIJIS program components and identify areas of prerequisite need for the modernization program.

Activities performed by Gartner:

- Conduct IJIS Framework Orientation Meeting to introduce the Gartner IJIS framework to the VCIJIS Account Managers and other ITSD stakeholders
- Conduct work group interviews to measure conformance, gaps and readiness of VCIJIS and supporting structures against each component of the IJIS Framework
- Conduct detailed workshops on designated IJIS topics (program governance, integration architecture, agency system partitioning and sourcing strategies)
- Prepare summary level market reviews of vendor providers for key VCIJIS components (e.g., agency level systems, integration platforms, systems integrators, etc.)
- Conduct COTS Market Review workshop to present and refine findings
- Prepare the draft VCIJIS Modernization Strategy Baseline inclusive of the framework validation and market review activities
- Conduct the VCIJIS Modernization Strategy Baseline workshop to present and refine the draft deliverable
- Incorporate stakeholder feedback to prepare the final VCIJIS Modernization Strategy Baseline

County responsibilities:

- Schedule stakeholders and participate in workshops
- Provide all relevant project background documentation

Deliverable(s):

VCIJIS Modernization Strategy Baseline

Time frame:

■ Weeks 2 - 6

- 1 x 1 hour IJIS Framework Orientation Meeting by teleconference
- Up to 4 x 90 minute IJIS Framework Validation workshops by teleconference
- Up to 4 x 90 minute IJIS Detail workshops by teleconference
- 1 x 2 hour COTS Market Review workshop by teleconference
- 1 x 90 minute draft VCIJIS Modernization Strategy Baseline review by teleconference



VCIJIS Modernization Strategic Plan – Task 3

Task 3: Initiative Development

Objective:

■ Develop summary level descriptions of the specific projects and high level tasks (i.e., initiatives) required for the County to achieve its VCIJIS modernization objectives.

Activities performed by Gartner:

- Identify preliminary recommended initiatives for filling IJIS gaps and improving modernization readiness including identification of alternatives where applicable
- Conduct Initiative Development workshops with VCIJIS Account Managers to refine initiative objectives, descriptions and associated initiative attributes
- Estimate high level costs, durations, resource requirements associated with each initiative
- Prepare draft Initiative Charters
- Conduct workshops to validate and refine recommended initiatives
- Incorporate feedback into the draft Initiative Charters
- Present the final Initiative Charters to the VCIJIS Account Managers and other ITSD stakeholders

County responsibilities:

Schedule and participate in workshops

Deliverable(s):

VCIJIS Modernization Initiative Charters

Time frame:

■ Weeks 7 – 9

- Up to 6 x 1 hour Initiative Development workshops by teleconference
- Up to 2 x 2 hour draft Initiative Charter review workshops by teleconference
- 1 x 2 hour final Initiative Charter review by teleconference
- Initiative charters are prepared at a summary level sufficient to serve as input to the Task 4 strategic roadmap task



VCIJIS Modernization Strategic Plan – Task 4

Task 4: Strategic Roadmap

Objective:

■ Consolidate and prioritize earlier engagement activities to develop the Strategic Plan and Roadmap for the modernization of VCIJIS.

Activities performed by Gartner:

- Conduct the Initiative Prioritization workshop with the VCIJIS Account Managers
- Validate inter-initiative and external dependencies and priorities
- Document execution activities required for VCIJIS modernization
- Develop the draft integrated roadmap and action plan to modernize VCIJIS
- Conduct the draft Strategic Plan and Roadmap briefing to present and refine the deliverable content
- Incorporate Account Manager input and produce the final Strategic Plan and Roadmap
- Conduct Strategic Plan and Roadmap presentation with ITSD leadership by teleconference
- Conduct Strategic Plan and Roadmap presentation with countywide and agency executive leadership by teleconference

County responsibilities:

Schedule and participate in workshops

Deliverable(s):

■ VCIJIS Strategic Plan and Roadmap

Time frame:

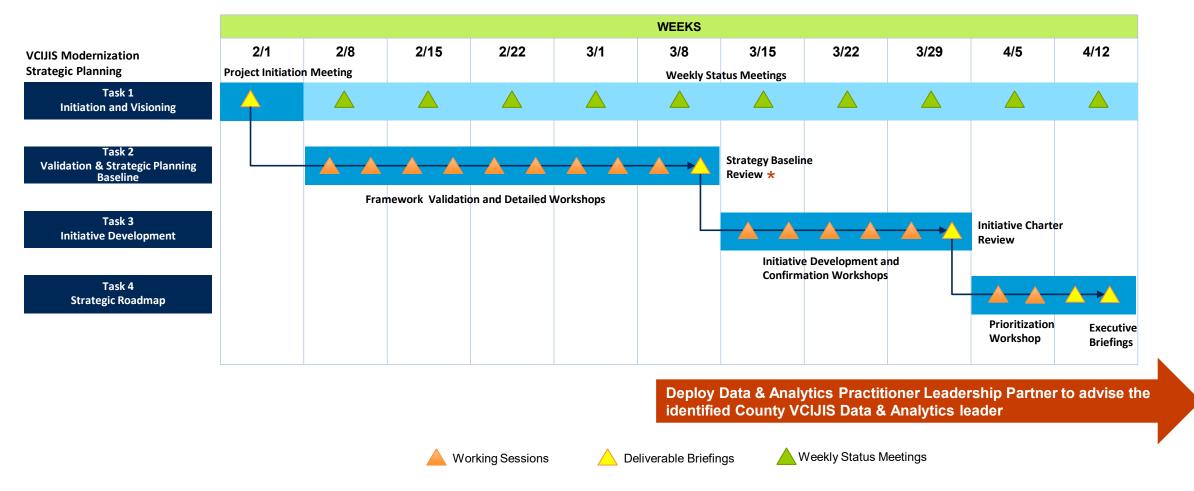
■ Weeks 10 – 11

- 1 x 90 minute Initiative Prioritization workshop
- 1 x 2 hour draft Strategic Plan and Roadmap review by teleconference
- 1 x 90 minute final Strategic Plan and Roadmap presentation with ITSD leadership by teleconference
- 1 x 90 minute final Strategic Plan and Roadmap presentation with countywide and agency executive leadership by teleconference



VCIJIS Modernization Strategic Plan - Project Schedule

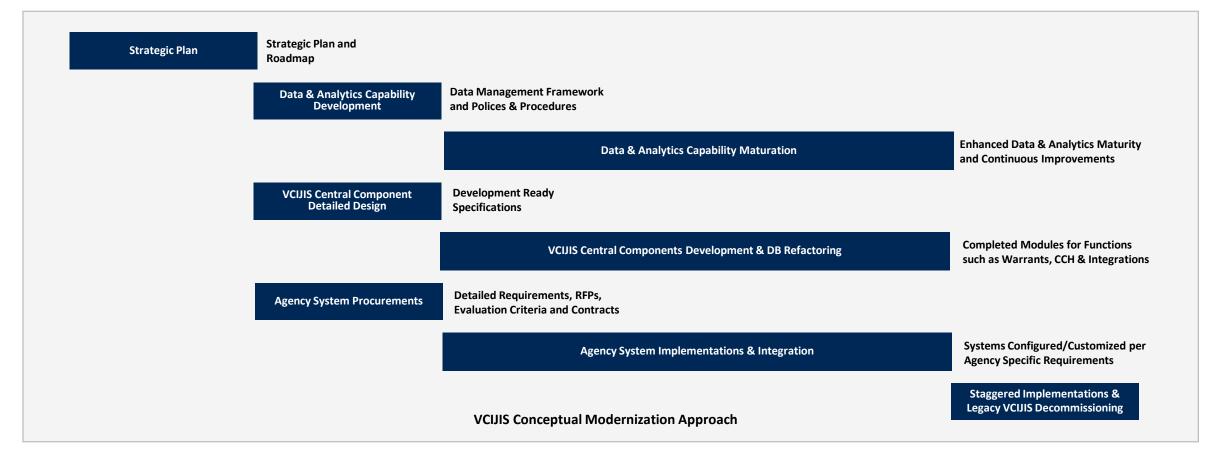
Gartner anticipates completion of this engagement within 11 weeks as detailed in the timeline below. Assumed start and end dates are proposed, pending County confirmation for Gartner to plan staffing accordingly.





VCIJIS Modernization – Conceptual Program Approach

The VCIJIS Modernization Strategic Plan is a first step in the overall VCIJIS modernization program. The diagram below provides a conceptual view of the program, with further detail to be determined during the strategic planning process.

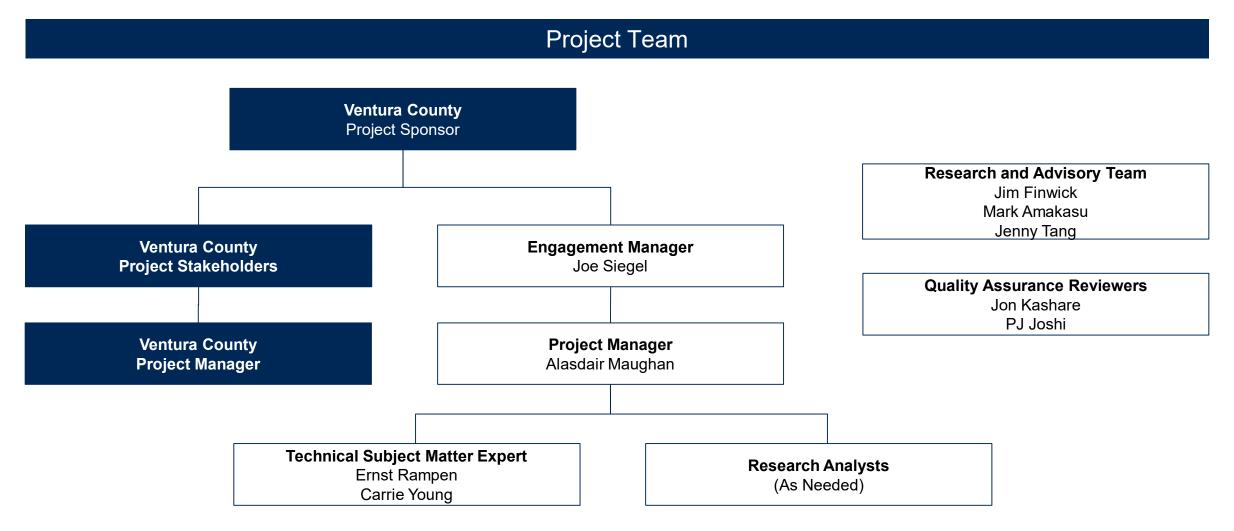




Data Management Capabilities – Critical for VCIJIS Modernization

			Data Manage	Operational Excellence		
Business Priorities	Initiative Workstream	Team Lead	1 Prioritize & Plan Work	② Design	3 Build & Monitoring	4 Continuous Improvement
Empowering DnA Citizens and Champions with single source data repository	 DnA Engagement Platform (1) Data Management and Quality Program (4) Data Aggregation and Integration (5) 	EIM Director Data Quality Lead	Establish framework to improve reliability and usability of information by ensuring that data is fit-for-purpose in downstream business processes. Establish architectural principles and team design and execution responsibilities.	Design and Inform EIM technology, processes, and tool capabilities for • Metadata management • Master data management • Data quality management • Information life cycle management • Privacy and security	Inform implementation team with the frameworks, architectures, and best practices to execute their respective areas of responsibility and monitor against progress. Inform and monitor best practice deployment to validate quality assurance is applied at all stages of the data and analytics architecture.	Establish a framework for applying data governance to new data management and analytics programs. Establish data quality improvement as an ongoing initiative, aligned with the DnA strategy to achieve the desired standardization and business outcomes.
Develop Differentiating Self service Products and Services	 Data Governance Program (9) DnA Program Execution 	Program Manager	Build consensus and agree on responsibilities and deadlines for EIM and governance to synchronize decisions between strategic, operational and technical stakeholders. • Data Asset Risk workshop • Identify risk profile for most critical assets • DnA Governance Steering Committee • Establish KPIs for Benefit Realization	Design and Inform Data service delivery charters for Program Governance and Execution Tasks, Roles, Responsibilities. KPI's to identify risk and service development Service Delivery Charter Templates	Operationalize and execute standardized resolutions. Deploy repeatable and scalable solutions across the entire organization. Benefits Realization framework for measuring return on investments.	Define a specific set of maturity milestone indicators and track the competency of each specific data domain against it. Monitor overall progress across data domains toward maturity milestones.
Identify & Optimize Operations through	 Data Aggregation and Integration (5) Data Warehousing (6) 	Data Architect	Establish architectural principles and team design and execution responsibilities. Provide architectural frameworks for Logical Data Warehouse, Data Lakes, and Integration layer.	Provide advisory expertise, reference architectures and blueprints to support Creation of Information Sharing Architecture and Data Warehouse	Track the use of data through auditing and statistics and Managing data semantics and semantic variations of data over time	To maximize results, utilize continuous cycles of development. For each cycle, choose a development style, or have two or three styles running in parallel.
Predictive Analytics Empowering users with access to	 DnA Engagement Platform (1) Data Presentation and Consumption Services 	Product Manager	Establish framework for product managers and product teams to share a common, customercentric culture, and apply best practice methods to drive excellence in the role or	Design the foundation for product delivery by deciding which resources to align by products within each business domain, and which	Work closely with product teams to convey the product vision, continuously verify that the product fulfills that vision (as measured by	Maintain a full product life cycle perspective, and work to balance short-term achievements with long-term goals (such as minimizing technical debt while
	(7)	fu	function.	resources to move into shared- service pools.	business value and business outcomes) and help the team ensure it is building the right product.	maximizing resiliency).
	 Data Visualization and Analytics Tools (2) Dashboards / Reporting / Data Services (8) 	TBD Predictive Analytics Lead	Align data management solutions for analytics use cases to the data management infrastructure model based on the user personas identified.	Work with business strategists or enterprise architects to understand likely scenarios for your organization and their analytic model implications. Establish Solution Criteria for Data Science and Machine Learning.	Build an ecosystem that includes not only tools but also data, people and processes to support the use of augmented analytics.	Establish a process, supported by technology, for operationalizing analytic assets within business processes, as well a process for monitoring and managing the impact from a business perspective.

Project Team





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Approach Overview
Statement of Work

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- Associate Biographies
- About Gartner



Assumptions

Data Collection

- The due diligence ("as is") data is reasonably available via interviews and documentation review.
- The County will provide timely access to all appropriate personnel to be interviewed. These personnel will have the ability to provide data necessary to complete this project, answer questions, provide existing documentation and attend working sessions.
- Project pricing assumes that Gartner will conduct the number of interviews specified in the Statement of Work section of this proposal; that all or the majority of the interviews will be conducted over the number of consecutive days as specified in the Statement of Work section of this proposal; that all or the majority of the interviews will be conducted at the location specified in the Statement of Work section of this proposal; and that the County will arrange all interview sessions with County personnel.
- All data collection and interviews/workshops will take place in-person (or via teleconference/videoconference when necessary) at the County-selected location as described in this Proposal or as agreed to at the project planning kickoff.

Key Personnel

• Resumes of key personnel provided in this Proposal assume a project start date within 60 days of the effective date of this proposal. If the actual project start date is later, proposed individuals may not be available. In this event, we will work with the County to identify alternative personnel with appropriate skills and background.

Participation

- The County will designate a project manager to act as the primary point of contact for this project. The County project manager will be expected to work closely with the Gartner employees as needed and will: (a) approve project priorities, detailed task plans and schedules; (b) facilitate the scheduling of Gartner interviews with appropriate client personnel; (c) notify Gartner in writing of any project or performance issues; and (d) assist in resolving project issues that may arise.
- The work effort described in this Proposal assumes that County personnel are available to assist in the project as defined in this Proposal. If County personnel are not available; a change of scope may be necessary.
- The County will review and approve documents within the number of days specified in the *Statement of Work* section of this proposal unless otherwise noted within this proposal. If no formal approval or rejection is received within that time, the deliverable is considered to be accepted by the County.



Assumptions (continued)

Participation (continued)

- The County is to schedule County resources for project activities and provide meeting facilities as necessary.
- The County personnel will be made available per the final project schedule. Unless otherwise noted within this Proposal, County participant hours are not included in the resource estimates.

Project Performance

- Gartner and its employees, subcontractors, or agents will not make management decisions for County.
- County project team members will be empowered to make decisions within the scope of their roles. The County project team leader will have the authority to resolve project issues within 24 hours after an issue arises to keep the project on track.
- Periodic status meetings will be scheduled with the County project team leader in accordance with the communication plan established at project kickoff.
- All engagement activities will be conducted in English. All deliverables will be developed in English using Microsoft products (for example, Project, Excel, Word and PowerPoint).

Place of Performance

 Gartner is fully committed both to the health of your team and ours, and the success of this engagement. The Gartner team is accustomed to working remotely, and will be flexible to work through any COVID-19 constraints. The team will rely on our technology capabilities and digital channels to enable seamless interaction and execution of the engagement. The team will use Gartner hosted WebEx or Microsoft Teams as the primary tool for interviews, workshops and meetings





Assumptions (continued)

Critical Success Factors

- Availability of Information Gartner expects that any relevant documentation and information is readily available for use on this project. In cases where information is not available. Gartner will work with County to make reasonable assumptions in order to facilitate completion of the project in a timely manner.
- On-site Work Time For purposes of this engagement, if absolutely necessary Gartner can make its team available onsite in addition to remote collaboration via video-conference calls. The exact amount of onsite time will be dependent on the finalized project plan, schedule, availability of resources, and the depth of interaction required.
- Available Project Resources The County will make the appropriate resources available to participate in the defined management processes and to execute other project activities. Gartner also expects that the County will provide access to appropriate personnel who can validate and verify information for Gartner throughout this project.
- Deliverable Acceptance Gartner will provide support to the County team throughout this effort. Success will require diligence by both the County and Gartner with open and frequent communication. To assure alignment of expectations, Gartner and County will define a formal deliverable acceptance process during Project Kickoff. This process is used throughout the project to ensure the resulting work products meet County expectations. Upon achievement of defined project milestones, a formal deliverable acceptance request is made available for sign-off by the County primary project contact.

Further Assurances

 Gartner Research and Consulting recommendations are produced independently by the Company's analysts and consultants, respectively, without the influence, review or approval of outside investors, shareholders or directors. For further information on the independence and integrity of Gartner Research, see "Guiding Principles on Independence and Objectivity" on our Web site, www.gartner.com or contact the Office of the Ombudsman at ombudsman@gartner.com or +1 203 316 3334.



Changes in Scope

- The resource, schedule, and pricing estimates in the Proposal are based on information available at this time and are subject to revision as the County project scope and requirements are confirmed. The scope of this engagement is defined by this Statement of Work. All County requests for changes to the SOW must be in writing and must set forth with specificity the requested changes. As soon as practicable, Gartner shall advise the County of the cost and schedule implications of the requested changes and any other necessary details to allow both parties to decide whether to proceed with the requested changes. The parties shall agree in writing upon any requested changes prior to Gartner commencing work.
- As used herein, "changes" are defined as work activities or work products not originally planned for or specifically defined by this SOW. By way of example and not limitation, changes include the following:
- Any activities not specifically set forth in this SOW
- Providing or developing any deliverables not specifically set forth in this SOW
- Any change in the respective responsibilities of Gartner and the County set forth in this SOW, including any reallocation or any changes in engagement or project manager staffing
- Any rework of completed activities or accepted deliverables
- Any investigative work to determine the cost or other impact of changes requested by the County
- Any additional work caused by a change in the assumptions set forth in this SOW
- Any delays in deliverable caused by a modification to the acceptance criteria set forth in this SOW
- Any changes requiring additional research analyst time or changes to research analyst resources



Investment Summary

Task	Deliverable(s)	Duration	County Cost	
1. Initiation and Visioning	Project Initiation Document (PID)	1 Week	\$30,000	
2. Validation & Strategic Planning Baseline	VCIJIS Modernization Strategy Baseline	5 Weeks	\$60,000	
3. Initiative Development	VCIJIS Modernization Initiative Charters	3 Weeks	\$50,000	
4. Strategic Roadmap	VCIJIS Strategic Plan and Roadmap	2 Weeks	\$66,000	
Tasks Total (Applied Structured Research Adviso	11 Weeks	\$206,000		

Task-based Terms

- Gartner will conduct Tasks 1 4 as outlined in this Proposal based on the Applied Structured Research Advisory Services for a Medium complexity IT Strategic Planning, priced at \$206,000 based on 2020 rates.
- The price is inclusive of all expenses including labor costs, employee benefits, profit, administrative processing, overhead and any other direct or indirect costs incurred by Gartner in the performance of the work. Pricing does not include any applicable taxes.
- Gartner will bill for services based on the completion of deliverables and acceptance of associated deliverable by the County.
- All invoices are payable net 30 days from date of invoice. While we do not itemize billing for professional services, we agree and will comply with any reasonable requests for records substantiating our invoices.
- If the County requires a purchase order (PO), please specify the PO number in the Authorization section and forward a copy of the PO with this agreement. Any preprinted terms on the PO that are in addition to or in contradiction of the terms of this agreement shall be inapplicable

Optional Services

 At County discretion, Gartner recommends a Data & Analytics Leadership Partner to define and enable the Data Management Framework. as described on pages 14 & 15 of this Statement of Work.

Authorization

- This Proposal/SOW (Engagement # 330067806) is submitted under the terms and conditions of "Gartner Ventura County Contract #7914" for Information Technology Services dated March 12, 2019.
- When signed by Gartner, Inc. and County, this Proposal/SOW is an attachment to and governed by "Gartner Ventura County Contract #7914" for Information Technology Services with, dated March 12, 2019. These two documents will set forth the relationship between the parties for this engagement. This SOW may be modified at any time provided such changes (i) are agreed by the parties in writing and (ii) where applicable, are in accordance with the Change Order provision.
- The Proposal, including the SOW, is valid for 60 days from February 1, 2021.

IF USING A DIGITAL SIGNATURE, PLEASE CONFIRM THE FOLLOWING AS A CONDITION OF CONTRACT EXECUTION:

[] By ticking this box, I agree that by affixing my digital signature hereunder I am attesting that: (i) this is my own personal legal signature; and (ii) I am a duly authorized signatory for my company. My signature verifies that the information provided to Gartner hereunder is subscribed by me, under penalty of false statement and material breach of contract.

Parky Jeni
SIGNATURE
Pankaj (PJ) Joshi, Associate Partner
PRINT NAME AND TITLE
February 1, 2021
DATE
AGREED ON BEHALF OF County of Ventura
Miliu
SIGNATURE
Melissa Lovenzen, Buyer
PRINT NAME AND TITLE
01/15/2021
DATE

4800FY20000000000059

SUBMITTED ON BEHALF OF Gartner, Inc.

PO NUMBER (If applicable)

Gartner

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Joe Siegel

Expert Partner, Public Safety and Justice Consulting



Joe Siegel, PMP, consults with agencies across the US and Canada to achieve improved public safety and operational efficiencies. Mr. Siegel's background includes over 27 years of experience with public safety and justice clients, specializing in planning, implementing and utilizing information technology. Applications include integrated justice, case management and analytics. In particular, he has nationally recognized expertise helping agencies plan and implement integrated justice platforms and systems to promote constitutional policing practices.

Mr. Siegel participated in the formative workshops of the U.S. Department of Justice (DOJ) Global XML Structure Task Force (XSTF) to create version 2 of what became the National Information Exchange Model (NIEM). He has spoken at national conferences on topics including integrated justice, court technology trends and officer early intervention systems. Experience includes:

- For four major law enforcement agencies, all under U.S. DOJ consent decree monitoring, supported the creation of early intervention systems and data analytic platforms. data systems included all law enforcement operational areas
- For numerous state and regional level jurisdictions, planned, supported and managed the implementation of integrated justice information systems (IJIS). Such systems included data exchanges, integrated portals and utilized standards including NIEM, GJXDM, and GRA. Participating entities included all criminal justice agencies and enterprise service bus platforms from multiple vendors were utilized
- For a trial court with over 500 judicial officers, led the implementation of document management, electronic filing, Probate case management and public web sites
- For a large trial court, managed the development and implementation of an Electronic Court Records system recognized for technology innovation by Harvard's Kennedy School of Government
- For a state court administrative office, prepared a current system sustainability assessment and CMS market analysis
- For a state court administrative office, provided subject matter expertise for requirements development and the procurement of a state-wide eFiling and document management system
- For implementation of a new state-wide court case management system, managed the planning and implementation of a ESB based data sharing platform
- For a large police department, managed application portfolio management, document management, domestic violence transcript management and RMS integration initiatives
- For the nation's largest Sheriff's office, managed RMS integration projects and the implementation of a civil process management application
- For a large metropolitan public defender office, managed the creation of the case management system
- For a county-level prosecutor's office, designed and managed the creation of an indictment system with integrations to law enforcement and the court

Mr. Siegel was previously the Vice President for Justice & Public Safety Solutions at Sierra Systems. He is a certified Project Management Professional (PMP) and holds a Bachelor of Arts degree in mathematics and music from CSU Long Beach.



Alasdair Maughan

Associate Director, Gartner Consulting



Alasdair Maughan is an Associate Director with Gartner Consulting's Digital & IT Strategy practice. Mr. Maughan as a management consultant has over 12 years of advisory experience in business and technology, largely in the public sector. In this capacity, he has advised senior leaders across government, higher education, the justice sector and social programs. Mr. Maughan works in strategic planning, digital transformation, operating model modernization, and change management design across functional business units. Mr. Maughan joined Gartner in 2018 and works out of Vancouver, Canada.

Mr. Maughan's recent project experience includes:

- For a provincial Ministry Funding Agency in the Justice Sector As Lead Business Architect, led the definition of business architecture and modernization program planning (including organizational readiness, costing and scheduling).
- For a provincial Appellate Court As Lead Business Architect, conducted stakeholder workshops to map current processes, identify strengths and pain-points and develop a future state vision and go-forward priorities presented to Chief Justice.
- For a Federal Government Agency As Engagement Manager, performed change management maturity assessment and developed enterprise strategy.
- For a Higher Education Institute As Engagement Manager, developed enterprise cloud strategy through trend research and stakeholder consultation.
- For a federal Protective Service Agency As Engagement Manager, worked with team of 5 to recommend an ERP strategy, roadmap and costing.
- For a provincial CIO As Engagement Manager, defined capabilities and roadmap to enable implementation of the province's digital strategy.
- For a regional University in British Colombia As Management Consultant, performed strategic assignments reporting to the President and executive, including program review, strategic planning, policy consultation and secondment to an Executive Director role to stabilize and transform business units with oversight for a \$2.4M annual budget.
- For a regional University in British Colombia As Management Consultant, led the development of IT operations' business plans across applications, infrastructure, networking, client services and Project & Program Management (PPM) teams
- For a regional University in British Colombia As Management Consultant, led review of enterprise-wide IT governance mechanisms using interviews, peer review and assessment against best practices to make recommendations to VP and Provost.
- For a Top 50 international University As Analyst, performed roll-out planning and pilot delivery of an enterprise-wide online expense system (15,000 users); assisted in transitioning ongoing management to the institution's internal operations teams.

Prior to joining Gartner, Mr. Maughan held a consulting leadership role at Sierra Systems Group, as well as a policy role for The World Bank. He earned his Master of Business Administration (M.B.A.), law degree (J.D.) and Bachelor of Arts (B.A.) from The University of British Columbia.



Ernst Rampen

Expert Partner, Gartner Consulting



Mr. Rampen has over 20 years of experience as an application development and architecture subject matter expert. Based in Los Angeles, he focuses on applications and technology assessments, strategy and roadmap, large scale systems integration, agile development approaches and application architecture. His background crosses disciplines including architecture, project management and process development. Project experience includes:

- For a large payment processor assessed the legacy architecture of a high volume transaction processing system and developed a tactical phases for incremental improvement
- For a large state department assessed the legacy system architecture, developed a future-state architecture and sourcing approach
- For a large state department assessed the current-state mainframe architecture, developed future-state architecture direction of core applications and technology and assisted with procurement of application modernization
- For a large online payment processor developed conceptual future-state architecture alternatives and tactical phases for a Merchant Reporting Platform, comprised of data management, data warehousing and business intelligence technologies.
- For a large vehicle manufacturer assessed current dealer CRM and developed future-state options to enable a shift from manufacturing to customer-focused organization.
- For a university campus assessed risk of a financial application and developed modernization approaches.
- For a state-level Courts services provider developed a tactical phases to develop an enterprise architecture management program, including reference architectures. For a large public school system - assessed the requirements management approach of a multi-year development effort, developed a use-case driven requirements process aligned with an agile software development process.
- For a large municipal law enforcement agency developed the solution architecture of an early intervention system to help comply with professional policing requirements of a Federal Consent Decree.

Prior to Gartner, Mr. Rampen was a Technology Director and Solutions Architect for a leading systems integration firm, focusing on technology strategy and application architecture for clients in State and Local Government, Justice and Public Safety, Education, Health Care and Entertainment.

Mr. Rampen holds a BS in Management Information Systems from the HES School of Business in Amsterdam.



Carrie Young Director, Gartner Consulting



Carrie Young is a Director with Gartner Consulting and has over 25 years of experience working in Justice and Public Safety, both as a practitioner and as a consultant. She began her career, working at a Province-wide Corrections agency in Canada where she spent 10 years in multiple roles, including probation officer and social worker, then eventually moved into the IT realm. Prior to joining Gartner in January 2020, Ms. Young was the Director of Justice and Public Safety Solutions of a USbased midsized systems integrator. Since 2005, Ms. Young has been focused on planning, designing and implementing justice solutions, including offender management systems, police, courts and District Attorney (DA) case management systems, integrated justice solutions, and police analytic and early intervention systems. She has embarked on large-scale organizational change management activities and designed custom training programs for many Public Safety and Justice agencies.

Ms. Young has participated as an industry representative on a Corrections Information Sharing Advisory Board tasked with providing insight and guidance to successfully ensure the adoption and implementation of national information sharing standards (National Information Exchange Model [NIEM] and the Global Reference Architecture [GRA]) to better enable information sharing capabilities between Public Safety and Justice agencies. She has presented at National forums, including IACP Tech where she identifies the benefits of using analytics to identify and manage officer wellness. Ms. Young's experience includes:

- For a State-Wide Corrections agency Completed a project assessment and current state analysis of a troubled offender management system project. Following the assessment, Ms. Young designed and implemented a custom state-wide offender management solution (including prison, probation and parole modules). She also worked with state employees to develop internal business process alignment capabilities.
- For the Province of British Columbia Was responsible for the implementation of a custom offender management solution for adult and youth corrections including, custody, pretrial, and probation modules.
- For a CA county Designed multiple public safety information exchanges using the GRA and NIEM to integrate the county jail, courts, DA and the probation department case management systems.
- For a Bay Area Police Department Designed and implemented an early intervention system to replace an existing solution. In this role Ms. Young worked with the department and appointed monitor to redefine business processes and key roles to align with best practices. She was also responsible for replacing multiple source systems with their supporting workflows, and development of the training program for approximately 1000 users.
- For a major Police Department in LA Designed and implemented an early intervention system to satisfy the requirements of a U.S. Department of Justice (DOJ) Consent Decree. In this role, she worked with the department and the federal monitors to align the solution with the requirements of the consent decree. Ms. Young developed a project roadmap, and designed and delivered organizational change management activities (including officer training) to foster user acceptance of the new system.
- For a State-Wide Law Enforcement Agency Designed and implemented an electronic Driving Under the Influence case management application.
- For a large County Judicial Authority in WA Developed requirements, and designed and implemented a solution to manage the judicial review process for ex-parte orders filed through an external portal.
- For a Bay Area Police agency Developed requirements, use cases, created a Request for Proposal (RFP), developed an evaluation model and supported the vendor selection process.
- For a State-Wide Corrections agency Developed a strategic roadmap to describe the vision and path to replace the state's aging offender management solution.

Ms. Young holds a Bachelor of Social Work degree and an Information Technology certification from the University of Victoria.



Jon Kashare

Sr. Managing Partner, Public Safety and Justice Consulting



Jon Kashare manages Gartner's Public Safety and Justice Consulting Practice. His areas of specialization include critical program management, defining requirements, procurement, and implementation of public safety systems, IT strategic planning and contract negotiations. He has extensive experience in large-scale emergency communications and Public Safety technology, processes and operations. He has experience with Computer Aided Dispatch (CAD), Records Management Systems (RMS), Automated Vehicle Location (AVL), Geographic Information Systems (GIS), communication center/facilities design and build, radio communications systems and planning, business process re-engineering and operational and program governance. Mr. Kashare's experience includes all aspects of the project life cycle, from strategic planning and design to acquisition and implementation. Based in Los Angeles, he joined Gartner in 1999.

His recent experience includes the following:

- Quality Assurance Lead LAPD Data Modernization Program, LAFD IT Strategic Plan, Ottawa Police Service Information Technology Services Modernization, City of Atlanta Public Safety and Justice IT Strategic Plan, USMC 911 modernization program, Calgary Fire Department IT Assessment and Strategic Plan, Toronto Ministry of the Attorney General Strategic Plan, New York District Attorney's IT Strategic Plan, California Department of Parks and Recreation CAD strategy, PRIMECorp RMS service management assessment and strategy, Las Vegas Metro Police Department JMS operational assessment and upgrade strategy. Maui County Police Department CAD upgrade assessment and strategy. Palm Beach County Sheriff public safety modernization program assessment. Toronto Police Service IT assessment.
- Quality Assurance Program Manager Program Manager for Gartner's Quality Assurance Team overseeing New York City's consolidation of emergency communications services. This \$1.5B project includes replacement and upgrade of all of NYC's emergency communications facilities, infrastructure and applications in addition to operational consolidation of key emergency communications processes. The Gartner team was responsible for providing objective oversight to develop program strategies, ensuring strategic alignment for the life of the program, project scope and cost validation and budget compliance, oversight of requirements definition and management, risk reporting and delivery assurance.
- CAD/RMS system assessment, strategy, procurement and implementation oversight Honolulu HI, Cincinnati OH, Kansas City MO, Ft. Worth TX, Anaheim CA, Alhambra CA, Fairfield CA, Fullerton, CA Lakewood CO - included baseline system assessment, alternatives analysis, requirements definition, RFP development, vendor evaluation and selection, contract negotiation assistance.
- Records management system selection and implementation project manager on an engagement to develop the functional requirements and RFP for the Hawaii County Police Department's RMS and imaging systems, as well as contract negotiations and implementation assistance. This project also included analysis and recommendations for networking, hardware requirements and costs, staffing and business processes.
- Microwave radio system procurement and implementation project manager on an engagement to define functional requirements, develop an RFP, select a system vendor and negotiate the contract for an replacement of the County of Hawaii's existing microwave system. The project also includes project oversight during the planned two-year implementation phase.
- Radio communications system selection project consultant on a project for Ingham County. Michigan, to develop the functional requirements and RFP for a Countywide public safety communications system. The project comprised both 800 MHz and conventional radio systems for fire and police agencies.
- Mobile data communications procurement project consultant on an engagement to procure a computer-aided dispatch (CAD) and mobile-data system (MDS) for the City of Fort Worth, Texas. The project has included developing the functional requirements and the RFP for the city, as well as project oversight during implementation of CAD and the MDS.

Prior to joining Gartner, Mr. Kashare was a business development consultant for Legacy Management Services working with IT-related start-up companies on business planning as well as marketing, funding and management strategy. He was also managing partner — managed operations, for Ocean Park Locations, a Southern California-based film location firm which specialized in representing and marketing commercial and industrial property for location filming.

Mr. Kashare earned a Bachelor of Arts degree from the University of California at Los Angeles. He also earned an MBA from the University of Southern California, specializing in information systems and management consulting.



PJ Joshi

Associate Partner, Public Sector Consulting



PJ Joshi is an Associate Partner with Gartner Consulting's Public Sector practice and possesses more than 22 years of experience specializing in high-profile engagements that routinely involve political considerations or are delivered under high pressure in coordination with multiple government departments. Mr. Joshi's areas of expertise include IT strategy and roadmaps, IT governance, procurement, software design and development, automation, project delivery and strategic account management.

Mr. Joshi joined Gartner in 2019 and is based out of the Gartner offices in Manhattan Beach, California, He has substantial implementation experience with several Californian cities and counties, Mr. Joshi's recent project experience includes:

- For the Ventura County Healthcare Agency (VCHCA) Partnered with new leadership to assess IT capabilities, design a future state organization, identify gaps and create a roadmap for achieving the target state; separately helped to refine the IT governance model and to implement a Project & Portfolio Management (PPM) process.
- For the University of California, Los Angeles (UCLA) Led day-to-day activities on an engagement to assess and make recommendations to deploy shared services model across administration IT units.
- For the City of Los Angeles Dept. of Building & Safety (LADBS) Led an engagement to perform an assessment and provide a roadmap to help the client and five other City development services departments adopt digital methodologies and modernize tools in permitting, planning and inspections systems infrastructure.
- For the City of Los Angeles —Advised on readiness for migrating time and payroll functions from legacy homegrown systems to a cloud-based Software-as-a-Service (SaaS) platform. Previously, over a five-year relationship, partnered in planning and executing the successful implementations of Budget, Procurement and Inventory functions while also upgrading Financials and transitioning the entire Enterprise Resource Planning (ERP) to a cloud-based solution and long-term operational support model.
- For the County of Los Angeles Served in multiple roles over a 12+ year relationship, including Project Management (PM) over the successful implementation of HR/Payroll for more than 100,000 employees, and engagement management collaborating with a client Advisory Committee to formulate and enact a strategic ERP roadmap, including innovations such as predictive analytics, mobile-first features, and Single-Sign-On (SSO).
- For the Los Angeles County Office of Education (LACOE) Led planning and initial implementation of a multi-year, multi-wave deployment of a new ERP implementation, eventually to be rolled out to over 100 School Districts and Community Colleges.
- For the County of Ventura— Served as Engagement Manager for the successful implementation of a modern financial and budget solution including revitalization of the client's Chart of Accounts and the enactment of several fiscal controls.
- For the County of Monterey— Serving as Engagement Manager over the successful implementation of a modern financial, budget, and HR/Payroll solution with a focus on meeting unique California Personal Exposure Reporting (PERS) reporting and Memorandum of Understanding (MOU) specific requirements.
- For the County of Orange Serving as Engagement Manager over multiple successful upgrades of ERP modules including Budget, Financials, and HR/Payroll.
- For the City of Anaheim Planning and executing on ERP upgrades in close partnership with client counterparts.

Prior to joining Gartner, Mr. Joshi built a 21-year career leading and delivering large enterprise transformation initiatives while working for the global System Integration Consultancy CGI.

Mr. Joshi earned his MBA from the University of California, Los Angeles and a Bachelor of Science degree in Industrial Engineering and Management Sciences from Northwestern University. He is certified by the Project Management Institute in Project Management (2011).



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Public Safety and Justice organizations' increased reliance on technology creates opportunity and risk



The traditional mandates for 24/7 operations are exacerbated by public demand, law enforcement accountability and justice reform.

Technology is a critical enabler for Public Safety and Justice (PSJ) organizations yet environmental realities challenge effective IT planning and management. IT innovation, pervasive IoT devices, Al and exponential data growth are only some of the disruptors that obscure leaders' IT decisions.

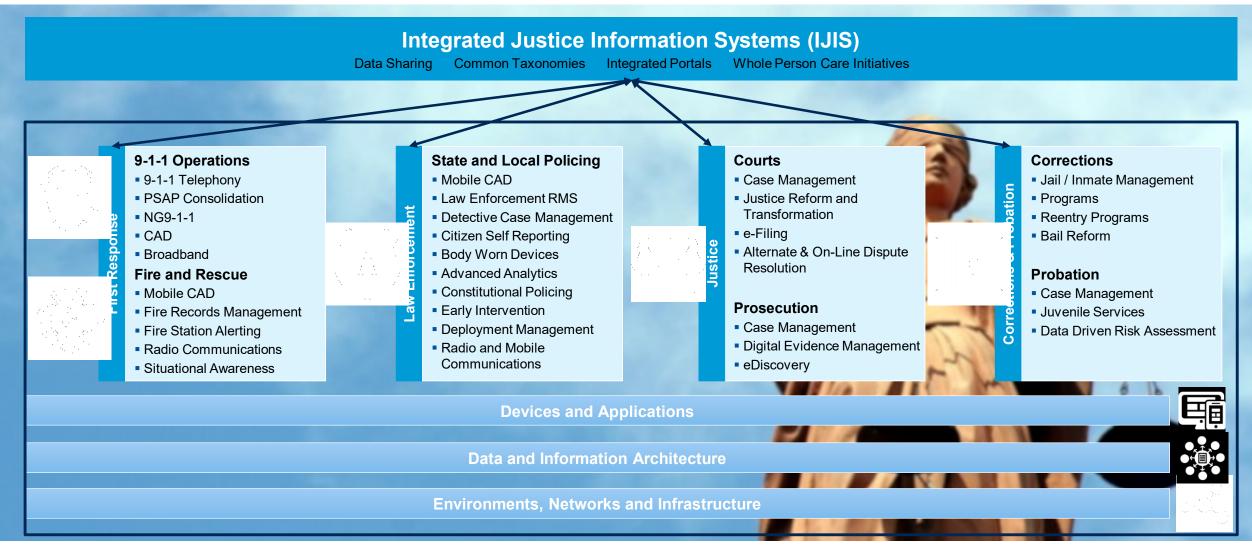
PSJ organizations can stay ahead of these dynamics and effectively manage the challenges of legacy environments and resource constraints with a strategic and objective view of IT.

With Gartner's leading perspectives on technology and market trends, IT planning aligned with organizations' unique needs and understanding of peer successes create valuable insight and foresight, PSJ organizations can be confident in making the right IT decisions.

Gartner's Public Safety and Justice Team is dedicated to the mission critical needs of first responders and the criminal justice community, helping leaders maximize the value of IT



Gartner Public Safety and Justice Team supports our clients' most complex and highly visible IT initiatives



Expert advisory support for the full technology lifecycle

Gartner's objective insight and tested methodologies support effective strategic planning, transparent procurement processes and de-risks solution implementation

CONSULTING **SOLUTIONS**







ENGAGEMENT FOCUS

- IT Assessment
- IT Modernization Strategy
- IT Organization Strategy
- Data and Analytics Strategy
- Technical Architecture Strategy
- IT Benchmark/Peer Analysis

- Vendor Strategy
- Procurement Strategy
- Requirements Development
- RFI and RFP development
- Vendor Evaluation and Selection
- Contract Negotiation Support

- Program / PM Readiness
- Independent Project Monitoring
- Quality Assurance and Control
- Program / Project Risk Assessment
- Subject Matter Expert Decision-Support
- Organizational Change Management

INDUSTRY-CENTRIC INITIATIVES

PSAP Consolidation • NG9-1-1 planning • Body Worn Device Programs • Integrated Justice Strategies **Constitutional Policing Strategies** • **Digital Evidence Management**

Gartner PS&J Engagement Experience Summary

Gartner's experience across North America includes over 100 Public Safety and Justice clients organizations.

- Atlanta Public Safety and Justice
- Bexar County (San Antonio) Integrated Justice, TX
- California Department of Parks and Recreation, CA
- California Highway Patrol, CA
- Cincinnati Police Department, OH
- City and County of San Francisco, CA
- Clark County Courts, LV
- County of Hawaii, HI
- County of Maui, HI
- Department of Corrections, WA
- Fire Department New York (FDNY), NYC
- Fort Worth Police Department, TX
- Las Vegas Justice Court, NV
- Las Vegas Metropolitan Police Department, NV
- Los Angeles County Sheriff's Department, CA
- Los Angeles County Integrated Justice (ISAB), CA
- Los Angeles Police Department, CA
- Michigan Courts, MI
- Montgomery County, MD
- New York City NYPD and Dept of Corrections, NY
- Ohio Attorney General's Office, OH
- Oklahoma Supreme Court, OK
- Oregon Office of Emergency Management, OR
- Portland Police Bureau, OR
- Philadelphia Preliminary Arraignment and JMS, PA
- Santa Clara County Integrated Justice, CA
- Seattle Municipal Court, WA
- Supreme Court of Ohio, OH
- Travis County Courts, TX
- United States Marines Corps (USMC), D.C.
- Ventura County Integrated Justice, CA

- Alberta Ministry of Justice and Solicitor General, AB
- Calgary 9-1-1, AB
- Calgary Fire Department, AB
 - Calgary Transit, AB
- Canadian Department of Justice, ON
- City of Calgary, AB
- Correctional Services Canada
- Ottawa Police Service, ON
- PRIMECorp, BC
- Province of British Columbia. BC
- Ontario's Ministry of the Attorney General, ON
- Regional Municipality of Wood Buffalo, AB
- Royal Canadian Mounted Police
- Toronto Police Service, ON
- Vancouver Police Service. BC

We combine industry expertise with research insight to solve your most important problems

Gartner by the numbers



20+ years of PSJ experience average per associate



100+ Public Safety & Justice clients in North America



10,000 client organizations around the globe



15,000+ associates in 100+ offices around the world



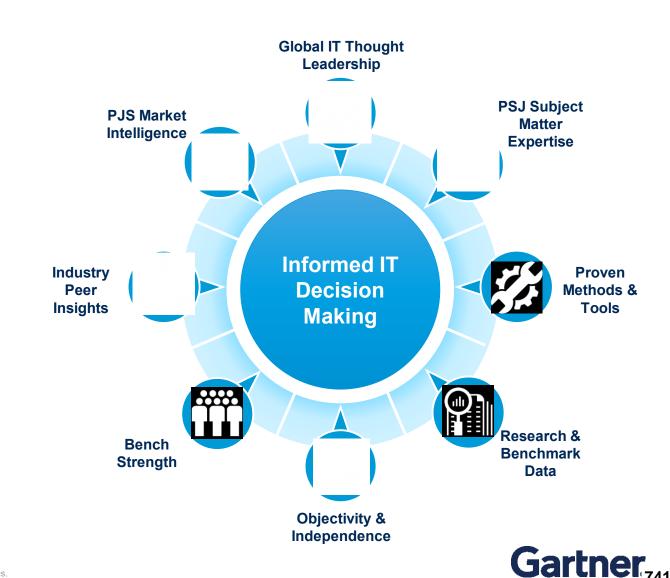
2,000 custom engagements a year fueled by 14,000 peer benchmarks



135,793 research articles across 1,372 technology and business topics



2,000+ analysts conduct **380,000+** one-to-one client interactions annually



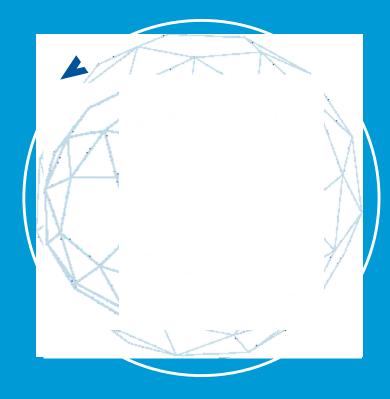
Gartner Brings Unique Scale and Global IT Perspective to Your **Business Problems**

The power of Insight through Gartner's Integrated Services

Research

Industry's largest database 135,793 documents across 1,372 technology and business topics with insights from Gartner **Benchmark Analytics data**

Advisory Services Unique client perspective 1,900 analysts conduct 380,000 one-to-one client interactions a year



Consulting

Results on initiatives 3,200 custom engagements a year fuelled by 5,000 benchmarks 100+ independent, objective Benchmark associates worldwide

Events

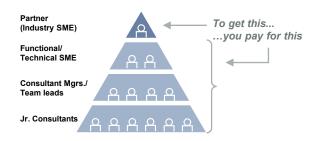
Networking with peers 55,000 professionals a year attend 75+ worldwide events with the opportunity to interact with **Benchmark Analysts & Consultants**



Gartner provides a differentiated approach leveraging all of our capabilities to support our clients' Mission-Critical Priorities

Traditional Consulting Model

Provides access to Subject Matter Experts (SMEs), but you also "pay for the junior consultants"



- Pyramid structure built on billing rate (billable hours)
- Thought leadership resides at the top of the pyramid
- Price premium for bottom of the pyramid (staff augmentation)
- Incented to sell longer projects with larger teams (e.g., blended rates)
- Clients become dependent on the consulting firm

The Gartner Model

Maximizes access to Subject Matter Experts by blending Research Analysts and Consultant SMEs



- Primary business is syndicated thought leadership with account management and advisory continuity
- Consulting available when needed, rooted in Gartner Research
- Continuity of objectivity and independence as we have no downstream bias
- Incented to help clients accomplish more while spending smarter

Gartner's **Differentiation**

For extracting more expert-driven value over the life of your program

An alternative solution to address the primary reasons clients turn to consultants — thought leadership and capacity. By separating these it allows a client more options for their missioncritical priorities.



Monitoring key initiatives to engage the right level of Gartner support to ensure success



Maintain program health by leveraging independent and objective advisors when needed



Maximize value received from thought leadership as well as staff augmented capacity



Gartner Contacts

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AMENDMENT NO. 3 TO COUNTY OF VENTURA CONTRACT #7914 WITH GARTNER FOR IT CONSULTING SERVICES

The County of Ventura (County) and Gartner Inc., hereby agree that the agreement identified as Ventura County Contract No. 7914 previously entered into by the parties is amended, effective as follows:

- 1. Add Table 1-1 to the existing Table 1 and add Table 2-1 to the existing Table 2, attached hereto as ("Exhibit 1")
- 2. All other terms and conditions shall remain the same.
- 3. The parties hereto agree that this Third Amendment may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as of the dates set forth below.

DocuSigned by:

COUNTY OF VENTURAS By Mully Garage	Gartner, Inc. By	
Signature Melissa Lovenzen	Signature Ashley Beluch	
Printed Name Print	Printed Name Senior Contracts Speciali	ist
Title 4/13/2022	Title April 27, 2022	
Date	Date	

County of Ventura

Exhibit 1 to Amendment No. 3 to Contract #7914

Table 1-1 Additional New Products

Prices for each year apply to orders received on or before December 31st of that year unless indicated otherwise on the schedule. Delivery start date of service(s) ordered shall be no later than the first of the month following the expiration of each year's pricing.

Prices herein are maximum not to exceed rates. Please check with account representative for actual pricing before purchasing. The actual price an eligible client will pay for the renewal of any existing Service or the issuance of a new orderwill be consistent with the then current Gartner Public Sector pricing plus any applicable administrative fee(s) or the rates herein, whichever is less, for the Service(s) ordered. For products not listed herein, Gartner may offer to an eligible client rates consistent with the then-current Gartner Public Sector pricing plus any applicable administrative fees for the service(s) ordered. Gartner reserves the right to refresh its products and pricing for all clients on a quarterly basis.

GARTNER FOR CIOS SOLUTIONS	2022 Price	2023 Price
Gartner for CIOs Team Plus 10		
Leader	62,600	68,860
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase IT Leadership Team Plus Members)	45,700	50,270
Cross Function Member	31,700	34,870
Gartner for CIOs		
Individual Access (Single User)	68,800	75,680
Individual Access (Multi User)	62,600	68,860
Gartner for CIOs Team Plus with Industry (one industry) 10		
Leader	68,600	75,460
Advisor Team Member or Advisor Team Leader (Advisor Team Leader must purchase Industry Advisory Services Leadership Team Plus Members)	53,700	59,070
Cross Function Member	35,000	38,500
Gartner for CIOs with Industry (one industry)		
Individual Access (Single User)	75,500	83,050
Individual Access (Multi User)	68,600	75,460

Table 2-1

SERVICE	SERVICE DESCRIPTION URL	
CIOs Team Plus		
Leader	https://sd.gartner.com/sd cio team plus leader.pdf	
Advisor Team Member	https://sd.gartner.com/sd cio team plus advisor member.pdf	
Advisor Team Leader	https://sd.gartner.com/sd cio team plus advisor leader.pdf	
Cross Function Member	https://sd.gartner.com/sd cio team plus cf.pdf	
CIOs		
Individual Access	https://sd.gartner.com/sd cio individual advisor.pdf	
CIOs Team Plus with Industry (one industry)		
Leader	https://sd.gartner.com/sd cio team plus industry leader.pdf	
Advisor Team Member	https://sd.gartner.com/sd cio team plus industry advisor mem	ber.pdf
Advisor Team Leader	https://sd.gartner.com/sd cio team plus industry advisor leade	r.pdf
Cross Function Member	https://sd.gartner.com/sd cio team plus industry cf.pdf	
CIOs with Industry (one industry)		
Individual Access	https://sd.gartner.com/sd cio individual advisor industry.pdf	
Technical Professionals Team		
Leader	https://sd.gartner.com/sd_techpro_team_leader.pdf	
Additional Team Member	https://sd.gartner.com/sd_techpro_team_member.pdf	
Conferences - North America		
Finance Conference	https://sd.gartner.com/sd finance conference ticket.pdf	
ReImagineHR Conference	https://sd.gartner.com/sd_reimaginehr_ticket.pdf	
Marketing Symposium/Xpo	https://sd.gartner.com/sd marketing symp ticket.pdf	
Supply Chain Symposium/Xpo	https://sd.gartner.com/sd sc symp ticket.pdf	

IT MULTI-USER SOLUTIONS	2022 Price	2023 Price
Technical Professionals Team ^{4, 5}	61,600	67,760
Additional Team Member	11,800	12,980
OTHER SERVICES	2022 Price	2023 Price
Conferences - North America (price per ticket)		
Finance Conference	2,925	TBD
ReImagineHR Conference	3,225	TBD
Marketing Symposium/Xpo	3,550	TBD
Supply Chain Symposium/Xpo	4,075	TBD

FA000281 version 2022-01-11 rev 2022-03-02

Purchasing guidelines:

"Single User" applies to a buying center that has one individual license; "Multi User" applies to a buying center that has at least two qualifying licenses within the same agency or named client. To qualify for Multi User price levels, services must be ordered on the same Service Agreement or Purchase Order and reflect a common "Bill To" address. Strategic Advisory Services, Conferences, and Add-on services do not contribute towards Multi User pricing qualification.

⁵ Technical Professionals Team licenses require the purchase of a team configuration and are not available for purchase as standalone licenses. Each Technical Professionals Team consists of one (1) Team Leader and four (4) Team Member coterminous licenses. Up to six (6) additional Team Members may be added for a maximum total of ten (10) Team Membersper Team Leader. Technical Professionals SMB is a per agency license available only to eligible small and medium size agencies with 4,000 or fewer employees. Please check with Sales representatives before purchasing.

⁸ Ticket prices apply to orders received by December 31st of the year indicated for the start of each term. For example, ticket prices for Year 2021 applies to orders received on or before December 31, 2021. Future ticket prices have not been released; please check with account representatives for future pricing at the time of purchase.

¹¹ Gartner for CIOs team solutions require the purchase of a team configuration and are not available for purchase as standalone licenses. A maximum of one Leader per team. Each Leader type license must have one (1) to ten (10) team member licenses. All licenses in a Team with Industry solution must purchase access to the same industry. All licenses in a team must be coterminous and of the same team type. For example, a CIOs Team Plus with Industry configuration may only contain CIOs Team Plus with Industry licenses for the same industry and cannot include other types of team licenses such as Team Plus (no Industry), Team (no industry, non-Plus), Global CIO Team etc.



Monterey County

Item No.22

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

September 20, 2022

Board Report

Legistar File Number: RES 22-173

Introduced: 9/8/2022 Current Status: General Government -

Consent

Version: 1 Matter Type: BoS Resolution

Adopt a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary ranges of the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications as indicated in Attachment A;

b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary ranges of the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications as indicated in Attachment A;
- b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

SUMMARY/DISCUSSION:

A base wage compensation study of the Communications Dispatcher classification series was requested by the Service Employees International Union (SEIU) Local 521 and approved by the Human Resources Department. The Communications Dispatcher classification series includes the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications.

The base wage analysis of the County's comparable agencies found that based on the duties performed, the benchmark classification of Communications Dispatcher II was matched to four (4) of the nine (9) comparable agencies and its salary was found to be approximately 16.94% below the salary mean of the comparable agency classifications.

It is recommended to adjust the base wage of the Communications Dispatcher II classification by approximately 16.94% at top step and to maintain the current spread of the classification series.

OTHER AGENCY INVOLVEMENT:

The Emergency Communication Department has reviewed and concurs with the recommendations. In addition, Service Employees International Union (SEIU) Local 521 has been provided notice of these recommendations.

FINANCING:

The salary and benefits cost increase to the Emergency Communications Department is approximately \$794,609 for the remainder of FY 2022/23 or \$1,059,479 annually. The Department will not be able to absorb this increase into the FY 2022/23 adopted budget and will return to this board to request an increase in revenue and appropriations. In accordance with the terms of the 9-1-1 Services Agreement, approximately 30% of the \$794,609 increase will be borne by the General Fund to pay for increased costs to the Sheriff and Probation Departments while the other 70% will be paid for by the other 12 Cities, 3 Fire Districts and 2 State agencies.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:

Economic Development

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.

X	Administr	ration
	Health &	Human Services
	Infrastruc	ture
	Public Sat	fety
Prepai	ed by:	Jovany Luna Correa, Senior Personnel Analyst
Appro	ved by:	Irma Ramirez-Bough, Director of Human Resources
Attach	ment:	
Attach	ment A	
Resolu	ıtion	



Monterey County

Item No.

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

September 20, 2022

Current Status: Agenda Ready

Matter Type: BoS Resolution

Board Report

Legistar File Number: RES 22-173

Adopt a Resolution to:

Introduced: 9/8/2022

Version: 1

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary ranges of the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications as indicated in Attachment A;

b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopts a Resolution to:

- a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A to adjust the base wage salary ranges of the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications as indicated in Attachment A;
- b. Direct the Human Resources Department to implement the changes in the Advantage HRM system.

SUMMARY/DISCUSSION:

A base wage compensation study of the Communications Dispatcher classification series was requested by the Service Employees International Union (SEIU) Local 521 and approved by the Human Resources Department. The Communications Dispatcher classification series includes the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications.

The base wage analysis of the County's comparable agencies found that based on the duties performed, the benchmark classification of Communications Dispatcher II was matched to four (4) of the nine (9) comparable agencies and its salary was found to be approximately 16.94% below the salary mean of the comparable agency classifications.

It is recommended to adjust the base wage of the Communications Dispatcher II classification by approximately 16.94% at top step and to maintain the current spread of the classification series.

OTHER AGENCY INVOLVEMENT:

The Emergency Communication Department has reviewed and concurs with the recommendations. In addition, Service Employees International Union (SEIU) Local 521 has been provided notice of these recommendations.

FINANCING:

Legistar File Number: RES 22-173

The salary and benefits cost increase to the Emergency Communications Department is approximately \$794,609 for the remainder of FY 2022/23 or \$1,059,479 annually. The Department will not be able to absorb this increase into the FY 2022/23 adopted budget and will return to this board to request an increase in revenue and appropriations. In accordance with the terms of the 9-1-1 Services Agreement, approximately 30% of the \$794,609 increase will be borne by the General Fund to pay for increased costs to the Sheriff and Probation Departments while the other 70% will be paid for by the other 12 Cities, 3 Fire Districts and 2 State agencies.

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.

	Economi	c Development
<u>X</u>	Administ	ration
	Health &	Human Services
	Infrastruc	eture
	Public Sa	fety
•	ared by:	Jovany Luna Correa, Senior Personnel Analyst Jovany Luna Correa Irma Ramirez-Bough, Director of Human Resources Irma Ramirez-Bough
Attac	hment:	
Attac	hment A	
Reso	ution	

Adjust the base wage salary ranges of the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications as indicated below:

Classificat	Classification Title: Communications Dispatcher I											
Hourry, Dr Weekry and Wonting Lay Rates							Class Code	WG *	EEO Cat*	W/C	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$28.586	\$30.158	\$31.816	\$33.566	\$35.412	\$37.183	\$39.042						
\$2,286.85	\$2,412.62	\$2,545.31	\$2,685.30	\$2,832.98	\$2,974.63	\$3,123.36	80S01	18	OC	8810	J	N
\$4,955	\$5,227	\$5,515	\$5,818	\$6,138	\$6,445	\$6,767						

^{*}Provided for information purposes only.

Classificat	Classification Title: Communications Dispatcher II											
Trourry, Dr Weekry and Monthly ray Rates							Class Code	WG *	EEO Cat*	W/C	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$33.048	\$34.866	\$36.783	\$38.806	\$40.941	\$42.988	\$45.137						
\$2,643.86	\$2,789.27	\$2,942.67	\$3,104.51	\$3,275.25	\$3,439.01	\$3,610.96	80S21	18	OC	8810	J	N
\$5,728	\$6,043	\$6,376	\$6,726	\$7,096	\$7,451	\$7,824						

^{*}Provided for information purposes only.

Classificat	Classification Title: Emergency Communications Shift Supervisor											
Hourry, Dr Weekry and Wonting Lay Rates							Class Code	WG *	EEO Cat*	W/C	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$36.881	\$38.909	\$41.049	\$43.306	\$45.688	\$47.972	\$50.371						
\$2,950.44	\$3,112.71	\$3,283.90	\$3,464.50	\$3,655.04	\$3,837.79	\$4,029.68	80S22	17	OC	8810	F	N
\$6,393	\$6,744	\$7,115	\$7,506	\$7,919	\$8,315	\$8,731						

^{*}Provided for information purposes only.

	Classification Title: Emergency Communications Operations Supervisor									W/C	BU	FLSA
	Hourly, Bi-Weekly and Monthly Pay Rates								EEO Cat*	*	В	Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$40.577	\$42.809	\$45.163	\$47.647	\$50.268	\$52.781	\$55.420						
\$3,246.18	\$3,424.71	\$3,613.06	\$3,811.77	\$4,021.41	\$4,222.48	\$4,433.60	80S26	17	OC	8810	F	N
\$7,033	\$7,420	\$7,828	\$8,259	\$8,713	\$9,149	\$9,606						

^{*}Provided for information purposes only.

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

Re	esolution No.:	PPPR Control No. <u>22-021</u>)
		HRM Control No. 22-019)
)
Αċ	dopts a Resolution to:)
a.	Amend Personnel Policies and Practices Resolution (PPPR	(1) No. 98-394 Appendix A to)
	adjust the base wage salary ranges of the Communications	Dispatcher I/II, Emergency)
	Communications Shift Supervisor, and Emergency Comm	unications Operations)
	Supervisor classifications as indicated in Attachment A;)
b.	Direct the Human Resources Department to implement the	changes in the Advantage)
	HRM system.)

WHEREAS, the Service Employees International Union (SEIU) Local 521 requested a base wage compensation study of the Communications Dispatcher classification series which includes the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications; and

WHEREAS, the base wage compensation study request was approved by the Human Resources Department; and

WHEREAS, the base wage analysis of the County's comparable agencies found that the salary of the benchmark classification of Communications Dispatcher II was found to be approximately 16.94% below the salary mean of the comparable agency classifications; and

WHEREAS, the Human Resources Department recommends that the base wage salary of the Communications Dispatcher II be adjusted by approximately 16.94% at top step and to maintain the current spread of the classification series; and

WHEREAS, to implement the recommendations, the actions require the Personnel Policies and Practices Resolution No. 98-394 Appendix A to be amended; NOW, THEREFORE,

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

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A is amended to adjust the base wage salary ranges of the Communications Dispatcher I/II, Emergency Communications Shift Supervisor, and Emergency Communications Operations Supervisor classifications as indicated below:

Classification Title: Communications Dispatcher I												
froury, by weekly and wonting ray races							Class Code	WG *	EEO Cat*	W/C	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$28.586	\$30.158	\$31.816	\$33.566	\$35.412	\$37.183	\$39.042						
\$2,286.85	\$2,412.62	\$2,545.31	\$2,685.30	\$2,832.98	\$2,974.63	\$3,123.36	80S01	18	OC	8810	J	N
\$4,955	\$5,227	\$5,515	\$5,818	\$6,138	\$6,445	\$6,767						

^{*}Provided for information purposes only.

Classification Title: Communications Dispatcher II												
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Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$33.048	\$34.866	\$36.783	\$38.806	\$40.941	\$42.988	\$45.137						
\$2,643.86	\$2,789.27	\$2,942.67	\$3,104.51	\$3,275.25	\$3,439.01	\$3,610.96	80S21	18	OC	8810	J	N
\$5,728	\$6,043	\$6,376	\$6,726	\$7,096	\$7,451	\$7,824						

^{*}Provided for information purposes only.

Classification Title: Emergency Communications Shift Supervisor												
110dily, Di Weekly and Wolldily Lay Races							Class Code	WG *	EEO Cat*	W/C	BU	FLSA Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$36.881	\$38.909	\$41.049	\$43.306	\$45.688	\$47.972	\$50.371						
\$2,950.44	\$3,112.71	\$3,283.90	\$3,464.50	\$3,655.04	\$3,837.79	\$4,029.68	80S22	17	OC	8810	F	N
\$6,393	\$6,744	\$7,115	\$7,506	\$7,919	\$8,315	\$8,731						

^{*}Provided for information purposes only.

Classification Title: Emergency Communications Operations Supervisor							- Class WG	EEO	W/C	BU	FLSA	
							Code	*	Cat*	*	Be	Code*
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7						
\$40.577	\$42.809	\$45.163	\$47.647	\$50.268	\$52.781	\$55.420						
\$3,246.18	\$3,424.71	\$3,613.06	\$3,811.77	\$4,021.41	\$4,222.48	\$4,433.60	80S26	17	OC	8810	F	N
\$7,033	\$7,420	\$7,828	\$8,259	\$8,713	\$9,149	\$9,606						

^{*}Provided for information purposes only.

2.	The Human Resources Departm HRM system.	ent is directed to im	plement th	e changes in the Advantage				
	ASSED AND ADOPTED on this wit:	day of		_, 2022, by the following vote,				
NO	YES: DES: BSENT:							
he	Valerie Ralph, Clerk of the Board reby certify that the foregoing is a ly made and entered in the minute	a true copy of an ori	ginal order	of said Board of Supervisors				
Da	ited:	Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California						
		Ву	, Dej	puty				



Monterey County

Item No.23

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

September 20, 2022

Board Report

Legistar File Number: 22-873

Introduced: 9/10/2022 Current Status: General Government -

Consent

Version: 1 Matter Type: General Agenda Item

Adopt Resolution to:

a. Amend the Personnel Policies and Practices Resolution No. 98-394 to modify Section A.9.1.2 Standby to add the Cardiac Sonographer Per Diem classification to the list of classifications in the Diagnostic Imaging Department who receive standby pay; and

b. Authorize the Human Resources Department and Auditor Controller's Office to implement the changes.

RECOMMENDATION:

It is recommended that the Board of Supervisors take the following actions:

Adopt Resolution to:

- a. Amend the Personnel Policies and Practices Resolution No. 98-394 to modify Section A.9.1.2 Standby to add the Cardiac Sonographer Per Diem classification to the list of classifications in the Diagnostic Imaging Department who receive standby pay; and
- Authorize the Human Resources Department and Auditor Controller's Office to implement the changes.

SUMMARY:

Natividad requested an amendment to the Monterey County Personnel Policies and Practices Resolution No. 98-394 (PPPR) to add the newly created classification of Cardiac Sonographer Per Diem to the list of classifications in the Diagnostic Imaging Department who are eligible to receive \$18 per hour for standby duty.

Natividad currently places off duty regular employees in the specified classifications of Nuclear Medicine Technologist, Radiologic Technologist, and Sonographer in the Diagnostic Imaging Department on standby duty. Standby duty requires an employee to hold themselves available for immediate response when needed. Regular employees in these roles are paid \$18 per hour for standby duty in accordance with the Memorandum of Understanding between SEIU-Local 521 and the County of Monterey for represented employees in Unit H. There are other classifications that are unrepresented (off duty per-diem employees in the same roles in the Diagnostic Imaging Department on standby duty) who follow the PPPR.

For these reasons, the Human Resources Department recommends the Board of Supervisors approve the amendments to the PPPR, as indicated in Attachment A, to add the classification of Cardiac Sonographer Per Diem to be compensated at the same pay rate of \$18.00 per hour as

other classifications in the Diagnostic Imaging Department when placed on standby duty.

OTHER AGENCY INVOLVEMENT:

The Human Resources Department has consulted with Natividad and the Office of County Counsel in the development of the recommended PPPR language.

FINANCING:

All costs associated with this action are included in the NMC FY 2022-2023 Budget. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action addresses the Board of Supervisors' Administration and Health and Human Services Strategic Initiatives by demonstrating the County's commitment to meeting the Board's initiatives by attracting, recruiting, and retaining a diverse, talented work force that supports the mission of Monterey County and to improve health by providing consistent, high-quality patient care and access to equitable healthcare services for all patients in the community.

X Administration	n	
X Health & Hun	nan Services	
Infrastructure		
Public Safety		
Prepared by: Wei	ndell Sells, Management Analyst III, (831) 796-6066	
Approved by:	Irma Ramirez-Bough, Director of Human Resources, (831) 755-5043	
Attachments:		
Board Report		
Resolution		
PPPR Revisions		



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: 22-873

Adopt Resolution to:

Introduced: 9/10/2022

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

- a. Amend the Personnel Policies and Practices Resolution No. 98-394 to modify Section A.9.1.2 Standby to add the Cardiac Sonographer Per Diem classification to the list of classifications in the Diagnostic Imaging Department who receive standby pay; and
- Authorize the Human Resources Department and Auditor Controller's Office to implement the changes.

RECOMMENDATION:

It is recommended that the Board of Supervisors take the following actions:

Adopt Resolution to:

- a. Amend the Personnel Policies and Practices Resolution No. 98-394 to modify Section A.9.1.2 Standby to add the Cardiac Sonographer Per Diem classification to the list of classifications in the Diagnostic Imaging Department who receive standby pay; and
- Authorize the Human Resources Department and Auditor Controller's Office to implement the changes.

SUMMARY:

Natividad requested an amendment to the Monterey County Personnel Policies and Practices Resolution No. 98-394 (PPPR) to add the newly created classification of Cardiac Sonographer Per Diem to the list of classifications in the Diagnostic Imaging Department who are eligible to receive \$18 per hour for standby duty.

Natividad currently places off duty regular employees in the specified classifications of Nuclear Medicine Technologist, Radiologic Technologist, and Sonographer in the Diagnostic Imaging Department on standby duty. Standby duty requires an employee to hold themselves available for immediate response when needed. Regular employees in these roles are paid \$18 per hour for standby duty in accordance with the Memorandum of Understanding between SEIU-Local 521 and the County of Monterey for represented employees in Unit H. There are other classifications that are unrepresented (off duty per-diem employees in the same roles in the Diagnostic Imaging Department on standby duty) who follow the PPPR.

For these reasons, the Human Resources Department recommends the Board of Supervisors approve the amendments to the PPPR, as indicated in Attachment A, to add the classification of Cardiac Sonographer Per Diem to be compensated at the same pay rate of \$18.00 per hour as other classifications in the Diagnostic Imaging Department when placed on standby duty.

Legistar File Number: 22-873

OTHER AGENCY INVOLVEMENT:

The Human Resources Department has consulted with Natividad and the Office of County Counsel in the development of the recommended PPPR language.

FINANCING:

All costs associated with this action are included in the NMC FY 2022-2023 Budget. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action addresses the Board of Supervisors' Administration and Health and Human Services Strategic Initiatives by demonstrating the County's commitment to meeting the Board's initiatives by attracting, recruiting, and retaining a diverse, talented work force that supports the mission of Monterey County and to improve health by providing consistent, high-quality patient care and access to equitable healthcare services for all patients in the community.

X Administration	on	
X Health & Hu	man Services	
Infrastructure		
Public Safety		
Prepared by: Approved by:	Wendell Sells, Management Analyst III, (831) 796-6066 Wendell Sells, Management Analyst III, (831) 796-6066 Irma Ramirez-Bough, Director of Human Resources, (831) 755-5043	Tocustilynee by: [Ima Ramiry-Beugle AFF557420557420.
Attachments:		
Board Report		
Resolution		
PPPR Revisions		

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

Re	esolution No.:	PPPR Control No. 22-018)
Αc	dopts a Resolution to:)
a.	Amend the Personnel Policies and Practices Resolution N	o. 98-394 to modify Section)
	A.9.1.2 Standby to add the Cardiac Sonographer Per Dien	n classification to the list of)
	classifications in the Diagnostic Imaging Department who	receive standby pay; and)
b.	Authorize the Human Resources Department and Auditor	• • •)
	implement the changes.)

WHEREAS, Natividad requested amendments to the Monterey County Personnel Policies and Practices Resolution No. 98-394 (PPPR), to compensate both regular and per-diem employees in specified classifications in the Diagnostic Imaging Department at the same rate of pay for standby duty; and

WHEREAS, Natividad currently places off duty regular employees in specified classifications in the Diagnostic Imaging Department on standby duty, requiring them to hold themselves available for immediate response when needed, at a pay rate of \$18 per hour, in accordance with the Memorandum of Understanding between SEIU-Local 521 and the County of Monterey for represented employees in Unit H; and

WHEREAS, Natividad also places off duty per-diem employees in the same roles in the Diagnostic Imaging Department on standby duty, requiring them to hold themselves available for immediate response when needed, at a current pay rate of \$18 per hour, in accordance with the Monterey County Personnel Policies and Practices Resolution No. 98-394; and

WHEREAS, Natividad requested to add the newly created Cardiac Sonographer Per Diem classification to the list of classifications in the Diagnostic Imaging Department to be compensated at the same pay rate of \$18 per hour when placed on standby duty; and

WHEREAS, the actions require the Personnel Policies and Practices Resolution No. 98-394 to be amended; NOW, THEREFORE,

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

1. The Personnel Policies and Practices Resolution No. 98-394 is amended to revise Section A.9.1.2 Standby as indicated below:

A.9 SPECIAL PAY PRACTICES

A.9.1.2 In addition to the above, an Appointing Authority at Natividad Medical Center may place per-diem off duty employees on standby duty. An employee who is required to hold him/herself available for immediate response to the Hospital (i.e. within 30 minutes) in the below-listed classes shall be compensated for standby pay at the rate of eighteen dollars (\$18) per hour.

Nuclear Medicine Technologist – Per Diem Radiologic Technologist – Per Diem Sonographer – Per Diem Cardiac Sonographer – Per Diem Standby duty and compensation shall cease when the employee actually reports for duty. A minimum of one (1) hour of "on duty" pay shall be paid when a per-diem employee in one of the above-listed classifications on standby status is called and reports for duty. No employee shall be paid for standby duty time and other compensable duty time simultaneously.

2. The Human Resources l HRM system.	Department is directed to im	plement the changes in the Advantage
PASSED AND ADOPTED to-wit:	on thisday of	, 2022, by the following vote,
AYES: NOES: ABSENT:		
hereby certify that the foreg	going is a true copy of an orig	he County of Monterey, State of California, ginal order of said Board of Supervisors e Book for the meeting on
Dated:	1 ,	erk of the Board of Supervisors rey, State of California
	Ву	, Deputy

ATTACHMENT A

Redline

A.9 SPECIAL PAY PRACTICES

A.9.1.2 In addition to the above, an Appointing Authority at Natividad may place per-diem off duty employees on standby duty. An employee who is required to hold him/herself available for immediate response to the Hospital (i.e. within 30 minutes) in the below-listed classes shall be compensated for standby pay at the rate of eighteen dollars (\$18) per hour.

Nuclear Medicine Technologist – Per Diem

Radiologic Technologist – Per Diem

Sonographer - Per Diem

Cardiac Sonographer – Per Diem

Standby duty and compensation shall cease when the employee actually reports for duty. A minimum of one (1) hour of "on duty" pay shall be paid when a per-diem employee in one of the above-listed classifications on standby status is called and reports for duty. No employee shall be paid for standby duty time and other compensable duty time simultaneously.

Added 9/14/10; 10-257 Amended 5/24/22; 22-183 Amended 9/20/22; xx-xxx

Clean Version

A.9 SPECIAL PAY PRACTICES

A.9.1.2 In addition to the above, an Appointing Authority at Natividad may place per-diem off duty employees on standby duty. An employee who is required to hold him/herself available for immediate response to the Hospital (i.e. within 30 minutes) in the below-listed classes shall be compensated for standby pay at the rate of eighteen dollars (\$18) per hour.

Nuclear Medicine Technologist – Per Diem

Radiologic Technologist – Per Diem

Sonographer – Per Diem

Cardiac Sonographer – Per Diem

Standby duty and compensation shall cease when the employee actually reports for duty. A minimum of one (1) hour of "on duty" pay shall be paid when a per-diem employee in one of the above-listed classifications on standby status is called and reports for duty. No employee shall be paid for standby duty time and other compensable duty time simultaneously.

Added 9/14/10; 10-257 Amended 5/24/22; 22-183 Amended 8/30/22; xx-xxx



Monterey County

Item No.24

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

September 20, 2022

Board Report

Legistar File Number: MIN 22-095

Introduced: 9/13/2022 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: Tuesday, September 13, 2022.

Monterey County

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



Meeting Minutes - Draft

Tuesday, September 13, 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 Wendy Root Askew and Supervisor John M. Phillips appeared in person, and 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 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
 - (1) Estate of Rafael Ramirez Lara, et al. v. County of Monterey, et al. (U.S. District Court for the Northern District of California Case No. 21CV02409-PJH)
 - (2) Center for Biological Diversity, et al. v. Bureau of Land Management, et al. ((U.S. District Court for the Northern District of California Case No. 19CV07155-JSC)
 - (3) SEIU Local 521 v. County of Monterey, et al. (State of California Public Employment Relations Board Case No. SF-CE-1961-M)
 - b. 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, S and X
 - c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.

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 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 Supervisor Luis A. Alejo.

Additions and Corrections by Clerk

Due to the need for immediate consideration by the Board of matters which arose after the posting of today's agenda, as provided in Section 54954.2 of the California Government Code the Board is asked to make the following addition and correction:

The following was recited into the record:

Correction to Item No. 8 under Appointments

Request for this Appointment came from District 2 – Supervisor Phillips and not District 3 as noted on the Agenda

Corrections to Item No. 42 under Consent Calendar: General Government

Revised Exhibit B Received

Corrections to Item No. 46 under Consent Calendar: General Government -

Revised Board Report Received

Ceremonial Resolutions

Open for public comments; no public comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to adopt Ceremonial Resolutions 2 through 6.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE Supervisor Phillips: AYE

Supervisor Lopez: AYE

Supervisor Root Askew: Absent Chair Supervisor Adams: AYE

2. Adopt a resolution proclaiming the month of September 2022, as "National Suicide Prevention Month 2022." (Supervisor Adams)

Adopted Resolution No. 22-347

3. Adopt a resolution recognizing September 15, 2022, through October 15, 2022, as Hispanic Heritage Month in Monterey County. (Supervisor Alejo)

Adopted Resolution No. 22-345

4. Adopt a resolution proclaiming September 2022 As Childhood Cancer Awareness Month in Monterey County (Supervisor Adams)

Adopted Resolution No. 22-344

Adopt a resolution proclaiming the month of September 2022, as "National Food Safety Education Month" in Monterey County and call upon public and private organizations to celebrate with the Monterey County Health Department, Environmental Health Bureau, and the Monterey County Food Safety Advisory Council by participating in learning opportunities and activities that promote food safety. (Supervisor Adams)

Adopted Resolution No. 22-346

6. Adopt a resolution recognizing Aera Energy on its twenty-fifth-anniversary celebration. (Supervisor Lopez)

Adopted Resolution No. 22-343

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 Numbers 7 and 8.

Roll call vote taken pursuant to Government Code 54953:

Supervisor Alejo: AYE Supervisor Phillips: AYE Supervisor Lopez: AYE

Supervisor Root Askew: Not present when called

Chair Supervisor Adams: AYE

7. Appoint Matt Glazer to the Big Sur Byway Organization as a Big Sur Proper Resident Representative with a term ending on May 1, 2024. (Nominated By District 5, Supervisor Adams)

Page 3

Appointed

8. Reappoint Russ Jeffries to the Assessment Appeals Board with a term ending on September 2, 2025. (Nominated By District 3 2, Supervisor Phillips)

Reappointed

<u>Approval of Consent Calendar – (See Supplemental Sheet)</u>

9. See Supplemental Sheet

Open for public comments; no public comments made.

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 22 through 52.

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; Liz Hall and Ivan Solorio, in person, and Wes White, via Zoom, commented.

Scheduled Matters

11. Receive a presentation from the Health Department's Behavioral Health Bureau staff regarding availability of mobile crisis services throughout the County.

Kathryn Ecker, Director of Behavioral Health Bureau and Melanie Rhodes, Deputy Director Behavioral Health Bureau, both in person, presented via PowerPoint presentation.

Open for public comments; Eloise Shim, Wes White and Karla Lobo, all via Zoom, commented.

Upon consensus the Board:

Received a presentation from the Health Department's Behavioral Health Bureau staff regarding availability of mobile crisis services throughout the County.

Nick Chiulos, Assistant County Administrative Officer covered in the absence Charles McKee, County Administrative Officer who stepped out.

- **12.** a. Receive a presentation on the Clean Fleet Purchasing Policy for the County of Monterey and provide any direction to staff regarding the policy;
 - b. Adopt the Clean Fleet Purchasing Policy for all Monterey County vehicles to become effective

1/1/2023; and

c. Provide other direction to staff as necessary

Ashley Paulsworth, Management Analyst III from the County Administrative office, 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 Mary L. Adams to:

- a. Receive a presentation on the Clean Fleet Purchasing Policy for the County of Monterey and provide any direction to staff regarding the policy;
- b. Adopt the Clean Fleet Purchasing Policy for all Monterey County vehicles to become effective 1/1/2023; and
- c. Provide other direction to staff as necessary

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

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.

Referral Responses

13. Receive a preliminary response regarding monitoring of Family and Children Programs and Services.

Lori Medina, Director of Social Services, in person, verbally presented.

Open for public comments; no public comments made.

Upon consensus the Board:

Received a preliminary response regarding monitoring of Family and Children Programs and Services.

14. Receive a status report in response to **Board Referral No. 2021.31** seeking to reorganize and consolidate the Housing Authority of the County of Monterey 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.

Erik Lundquist, Housing and Community Development Director, via Zoom, verbally presented.

Open for public comments; Eloise Shim, via Zoom, commented.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

- a. Receive a status report in response to Board Referral No. 2021.31 and:
- 1) Direct that staff continue to work with the Board of Supervisor's Ad Hoc Committee and the Housing Authority of the County of Monterey in its evolution with updates to the Board of Supervisors.

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

a. Consider approving and authorizing the County Administrative Officer to execute a Memorandum of Understanding (MOU) with the Monterey County Water Resources Agency for the amount not to exceed \$193,700 per fiscal year, effective October 1, 2022 thru June 30, 2030, for the Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to funding activities of the Pajaro Regional Flood Management Agency; and

b. Consider adopting a resolution to authorize and direct the Auditor-Controller to transfer up to \$193,700 in FY 2022-23 to the Monterey County Water Resources Agency's Pajaro Levee Fund, Fund 112, Appropriation Unit WRA002 from General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5 vote required).

Nan Kyung Kim, Finance Manager III from the Water Resources Agency, in person, presented via PowerPoint presentation.

Open for public comments; no public comments made.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to: a. Approve and authorize the County Administrative Officer to execute a Memorandum of Understanding (MOU) Agreement Number A-16021 with the Monterey County Water Resources Agency for the amount not to exceed \$193,700 per fiscal year, effective October 1, 2022 thru June 30, 2030, for the Cost Share Agreement with the City of Watsonville, Santa Cruz Flood Control and Water Conservation District -Zone 7, and the Pajaro Regional Flood Management Agency to funding activities of the Pajaro Regional Flood Management Agency; and b. Consider adopting a resolution to authorize and direct the Auditor-Controller to transfer up to \$193,700 in FY 2022-23 to the Monterey County Water Resources Agency's Pajaro Levee Fund, Fund 112, Appropriation Unit WRA002 from General Fund Contingencies, Fund 001, Appropriation

Unit CAO020 (4/5 vote 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

16. Consider adopting a resolution approving and authorizing forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed by Monterey County's General Fund Cannabis Tax Assignment (BSA 001-3132) for the Pajaro River Flood Risk Management Project Design Phase.

Nan Kyung Kim, Finance Manager III from the Water Resources Agency

Open for public comments; Jacqueline C. Simon, via Zoom, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Luis A. Alejo to adopt Resolution No. 22-348:

Adopt a resolution approving and authorizing forgiveness of the loan of \$950,000 issued to Monterey County Water Resources Agency, financed by Monterey County's General Fund Cannabis Tax Assignment (BSA 001-3132) for the Pajaro River Flood Risk Management Project Design Phase.

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

Public Hearing to consider an appeal by The Open Monterey Project from the June 29, 2022 Planning Commission decision approving a Combined Development Permit for the Highway 156 and Castroville Boulevard Interchange Safety Improvement project, including development on slopes exceeding 25%, within 100 feet of environmentally sensitive habitat areas, and the removal of one Coast Live Oak tree.

Project Location: State Route 156 between Castroville Boulevard (postmile R1.40) and the Moro Cojo Slough Bridge (postmile 1.60), North County Land Use Plan, Coastal Zone (Assessor's Parcel Numbers: 133-081-007-000, 133-073-002-000, 133-073-005-000, 133-073-008-000, 133-073-034-000, 133-073-009-000, 133-073-001-000, 133-073-004-000, 133-073-007-000, 133-072-031-000, 133-073-006-000, 133-073-003-000, 133-072-014-000, 133-072-006-000, 133-071-013-000, 133-071-012-000, 133-071-010-000, 133-071-011-000, and 133-071-008-000)

Proposed CEQA action: Consider a CEQA/NEPA Revalidation Form together Final Environmental Impact Report/Environmental Impact Statement (FEIR/EIS) previously certified by the California Department of Transportation for the State Route 156 West Corridor Project on January 31, 2013 (SCH#1999111063).

Anna Quenga, Principal Planner, in person, from the Housing and Community Development

department requested a continuance.

Open for public comments; woman, in person, no name provided, commented.

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Chris Lopez to continue this matter to Tuesday, October 11, 2022:

Hold a Public Hearing to consider an appeal by The Open Monterey Project from the June 29, 2022 Planning Commission decision approving a Combined Development Permit for the Highway 156 and Castroville Boulevard Interchange Safety Improvement project, including development on slopes exceeding 25%, within 100 feet of environmentally sensitive habitat areas, and the removal of one Coast Live Oak tree.

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. Receive the notice of adjustment of the annual salary of the members of the Board of Supervisors, in accordance with Section 2.04.370C of the County of Monterey Code consistent with the superior court judge salary adjustments of 1.8% effective July 1, 2022. The salary adjustments will be implemented September 24, 2022.

Kim Moore, Human Resources Manager, in person, verbally presented.

Open for public comments; no public comments made.

Upon consensus the Board:

Received the notice of adjustment of the annual salary of the members of the Board of Supervisors, in accordance with Section 2.04.370C of the County of Monterey Code consistent with the superior court judge salary adjustments of 1.8% effective July 1, 2022. The salary adjustments will be implemented September 24, 2022.

Other Board Matters

County Administrative Officer Comments

19. County Administrative Officer Comments

Charles McKee, County Administrative Officers' comments can be heard by clicking the following link:

http://monterey.granicus.com/EditFile.php?clip_id=4639

New Referrals

20. New Referrals

Charles McKee, County Administrative Officer from the County Administrative office shared there are no new referrals this week

Board Comments

21. Board Comments

Board Comments can be heard by clicking the following link:

http://monterey.granicus.com/EditFile.php?clip_id=4639

Read Out from Closed Session by County Counsel

There was no reportable read out from closed session.

Adjourned

The meeting was adjourned at 3:12 p.m. by Chair Supervisor Mary L. Adams.

Monterey County Page 9

Supplemental Sheet, Consent Calendar

Natividad Medical Center

- a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute an agreement with Monterey County Courier Inc dba Sunrise Express to provide delivery services of various medical items between healthcare facilities for an amount not to exceed \$100,000 with an agreement term September 14, 2022 through September 13, 2027.
 - 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.
 - c. Approve the NMC Chief Executive Officer's recommendation to accept non-standard insurance provision within the agreement.

Approved

- a. Ratify the execution by the Chief Executive Officer for Natividad Medical Center (NMC) or his designee of an agreement with U.S. Locums, LLC dba RecruitWell for placement of Locum Tenens Contract Providers at NMC for an amount not to exceed \$100,000 with an agreement term of August 26, 2022 through August 25, 2023; and
 - b. Approve the NMC Chief Executive Officer's recommendation to accept non-standard insurance, limitations on liability, and limitations on damages provisions within the agreement.

Approved

24. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 2 to the agreement (A-15773) with Kirby Bates Associates for interim leadership services, extending the agreement an additional one (1) year period (January 1, 2023 through December 31, 2023) for a revised full agreement term of January 1, 2022 through December 31, 2023, and adding \$1,000,000 for a revised total agreement amount not to exceed \$1,300,000.

Approved

Health Department

25. Authorize the Director of Health, the Assistant Director of Health, or the Emergency Medical Services (EMS) Director to execute renewal and amendment No. 2 to the Agreement between County of Monterey and Dr. John Beuerle, M.D., M.S., for the provision of Medical Director Services to the Emergency Medical Services Agency, extending the agreement an additional five (5) year period (July 1, 2022 through June 30, 2027) for a revised full agreement term of August 1, 2019 through June 30, 2027, and adding periodic pay increases for a new revised total agreement amount not to exceed \$1.034,746.

Approved

26. Adopt Resolution to:

a. Amend the Fiscal Year (FY) 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003 to add 1.0 FTE Community Service Aide II (CSAII), 1.0 FTE Office Assistant III (OAIII), and 3.0 FTE Public Health Nurse II (PHN II) positions, resulting in estimated increased cost of \$669,112 for FY 2022-23, financed by Mental Health Services Act (MHSA) Prevention and Early Intervention funds; and

b. Direct the Auditor-Controller and County Administrative Office to incorporate the position changes in the FY 2022-23 Health Department Adopted Budget 001-4000-8124-HEA003.

Adopted

- 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 Monterey Peninsula Veterinary Emergency and Specialty Care for the term retroactive to July 1, 2022 to July 31, 2024 for the provision of emergency veterinary services to injured or sick domestic animals brought in by Monterey County Animal Services Staff, City of Salinas Animal Services Staff, and/or Good Samaritans in the amount of \$30,000; and
 - b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; and
 - c. 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 exceed 10% (\$3,000) of the original Agreement amount.

Approved

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15506 between the County of Monterey and Partners for Peace, retroactive to July 1, 2022 for the provision of Prevention and Early Intervention services for parents, families and youths which adds \$92,000 in FY 2022-23, adds \$212,000 in FY 2023-24 and \$212,000 in FY 2024-25, for a new total Agreement amount not to exceed \$887,998, for the full term of July 1, 2021 through June 30, 2025.

Approved

Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 2 to Mental Health Services Agreement A-15379 between County of Monterey and Pajaro Valley Prevention and Student Assistance, Inc., retroactive to July 1, 2022 for the provision of culturally relevant outreach and engagement activities to the community members of Las Lomas, Pajaro and Royal Oaks, to increase funding amount by \$50,336 for FY 2022-23, add \$518,640 for FY 2023-24 and extend term by one (1) year, for a new total Agreement amount not to exceed \$1,503,109 for the full term of July 1, 2021 through June 30, 2024.

Approved

- a. Approve and authorize the Director of Health or Assistant Director of Health to execute Amendment No. 3 with SkillSurvey Inc., increasing the amount by \$48,376 for a total Agreement not to exceed, \$176,917, for online employment reference assessment software system for a total term from September 18, 2013 through September 17, 2025; and
 - b. Approve and authorize the Director of Health or the Assistant Director of Health to approve one (1) additional amendment not to exceed ten percent (10%) of the Amended Agreement of \$17,691 and will not significantly alter the scope of the subscription service.

Approved

- a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and Engineered Products, a Pape Company DBA Overhead Door Company of Salinas for the term September 15, 2022 to September 14, 2024 for the provision of repair and maintenance on garage doors at the Animal Service Facility (160 Hitchcock Rd., Salinas, Ca., 93908) and security rolling gates at the Health Department Administration Building (1270 Natividad Rd., Salinas, CA. 93906) in the amount of \$20,000 for Fiscal Year (FY) 2022-23 and FY 2023-24, for a total Agreement amount not to exceed \$20,000; and
 - b. Approve the recommendation of Director of Health to accept all non-standard provisions in Agreement; and
 - c. Approve the Director of Health or the Assistant Director of Health to approve up to three (3) future Amendments that do not exceed ten percent (10%) (\$2,000) of the original Agreement amount and does not significantly alter the scope of services.

Approved

Criminal Justice

32. Receive and accept the Annual Real Estate Fraud Report for Fiscal Year ("FY") 2021-22 submitted by the District Attorney's Office in accordance with California Government Code section 27388, subdivision (d).

Received

33. Adopt an ordinance approving a military equipment use policy for the District Attorney's Office pursuant to Assembly Bill 481.

Adopted

General Government

- **34.** Adopt a resolution to:
 - a. Authorize the Contracts/Purchasing Officer or the Contracts/Purchasing Supervisor to sign a Service Agreement with Kofile Technologies, Inc. in an amount not exceeding \$308,819 for the term of

September 15, 2022, to June 30, 2023, for the preservation and conservation of the County Clerk/Recorder's books and maps; and

b. Authorize the Auditor-Controller to amend the County Clerk/Recorder's FY 2022-23 Adopted Budget, Fund 027, Appropriation Unit ACR003, to increase appropriations by \$308,819, financed by fund balance (027-2730-3101) (4/5th vote required).

Adopted

35. Adopt the Secured Roll Tax Rates calculated by the Office of the Auditor-Controller for Fiscal Year 2022-23.

Adopted

- a. Approve and authorize the Executive Director of the Monterey County Workforce Development Board (WDB) to execute Amendment No. 2 to the WDB's Agreement with the California Employers Association (CEA) for the period of October 1, 2022, through September 30, 2023, for a total agreement amount not to exceed \$64,590; and
 - b. Authorize the Executive Director of the WDB to execute one (1) renewal to extend the Agreement for one (1) additional year and increase the annual amount of the Agreement (\$19,795) by an amount not to exceed 10% (\$1,980), subject to County Counsel review, on substantially the same items

Approved

- a. Approve and authorize the Chief Information Officer to execute retroactively a non-standard Agreement between L3Harris Technologies, Inc., and the County of Monterey, for \$109,000 to provide Security Update Management Services (SUM+) for the County Next Generation Radio System (NGEN) for the term of May 15, 2022, to May 14, 2023; and
 - b. Approve non-standard agreement terms as recommended by the Chief Information Officer of the Information Technology Department.
 - c. Authorize the Chief Information Officer or designee to execute up to three (3) future amendments, subject to County Counsel review, to extend services by one (1) year per amendment and to allow for a ten percent (10%) annual increase per year provided the amendments do not significantly change the terms of the Agreement, including non-standard terms approved by the Board.

Approved

38. Adopt a resolution authorizing the District Attorney of the County of Monterey, on behalf of the County, to submit a proposal to the California Department of Emergency Services (CalOES) and to execute on behalf of the County the Grant Award Agreement including any extension or amendments thereof.

Adopted

39. a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Monterey-Salinas Transit District

Monterey County Page 13

sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and

b. Accept non-standard provisions as recommended by the Chief Information Officer.

Approved

- a. Approve and authorize the Chief Information Officer to sign retroactively Amendment No. 1 to a non-standard Memorandum of Understanding (MOU) with the Carmel Unified School District sublease to the Mount Toro site extending the MOU for an additional two (2) years to June 30, 2024; and
 - b. Accept non-standard provisions as recommended by the Chief Information Officer.

Approved

41. Authorize the Chair to sign a letter to the .Gov Domain Registration requesting the delegation of the domain names of *montereycountyca.gov*, *montereycounty.gov*, *countyofmontereyca.gov*, *and countyofmonterey.gov* to the County of Monterey.

Approved

- **42.** a. Authorize the Registrar of Voters to consolidate and provide specified election services to certain districts relating to the November 8, 2022 General Election;
 - b. Appoint candidates to governing boards of various districts where the number of persons who filed a declaration of candidacy do not exceed the number of offices to be filled at the November 8, 2022, General Election, and;
 - c. Solicit candidates for appointment of qualified persons to governing board member positions where no person has filed a declaration of candidacy, as set forth in the attached Exhibits.

Approved

43. Adopt a Resolution approving the amended Conflict of Interest Code of the County Administrative Office.

Adopted

44. Approve and authorize the Chief Information Officer to execute a non-standard agreement with North County Fire Protection District to house radio equipment and a wall mounted cabinet, retroactive for the term of August 1, 2022, through July 31, 2025, at no cost to the County.

Approved

45. Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: Tuesday, December 7, 2021, Wednesday, December 8, 2021, Tuesday, December 14, 2021, Tuesday, August 23, 2022 and Tuesday, August 30, 2022.

Approved

46. a. Authorize the Chief Information Officer to execute a non-standard Agreement with Spinitar for Board Chamber Audio Visual & Broadcast System Upgrade project services, set forth in Request for

Proposal (RFP) Number 10776, in the amount of \$2,016.247 for the term of October 3, 2022 through October 3, 2025; and

- b. Authorize the Chief Information Officer the option to execute up to three (3) 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 cost of the prior year, subject to County Counsel review, and provided that the terms and conditions of the agreement remain substantially the same.
- c. Consider adopting a resolution to:
- i. Authorize and direct the Auditor-Controller to amend the FY 2022-23 Adopted Budget to increase appropriations in the Information Technology Department (ITD) 1930, Appropriation INF002 by \$2,016,247, where the funding source is PEG Fee Restricted Fund Balance (Fund 001-3042, Sub-BSA 193-P), for funding the Board Chamber Audio Visual and Broadcast System Upgrade (RFP 10776) (4/5ths vote required).

Approved

47. 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 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.

Adopted

48. On Tuesday, October 26, 2021, the Board adopted the Board of Supervisors' meeting schedule for the calendar year 2022. It is being requested the Board approve adding an additional meeting date of Tuesday, December 13, 2022, to the Board of Supervisors 2022 existing meeting schedule.

Approved

Public Works, Facilities and Parks

- a. Approve and authorize the Monterey County Laguna Seca Representative to execute a Standard Agreement between Monterey Bay Veterans, Inc. and the County of Monterey to provide wheelchair-accessible golf carts for major events at WeatherTech Raceway at Laguna Seca, for a total amount not to exceed \$10,000, with a term retroactive to April 25, 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 \$10,000 and do not significantly change the scope of work, subject to County Counsel approval.

Approved

- **50.** Adopt a resolution to:
 - a. Approve and authorize the County Administrative Officer, or designee, to execute the Donation and Acceptance Form for the Establishment of The County of Monterey COVID-19 Memorial Fund,

Monterey County Page 15

between the County and the Community Foundation for Monterey County (CFMC);

- b. Designate the Director of Public Works, Facilities and Parks (PWFP) as the County's Authorized Representative and the Assistant Director of PWFP or Chief of Facilities to act as the designated Authorized Representative to request distribution(s), as needed, for all funds held within the County of Monterey COVID-19 Memorial fund (Fund); and
- c. Direct the Authorized Representative and/or designee(s) to provide the Community Foundation for Monterey County with a digital or wet-signed letter on PWFP letterhead, along with backup documentation as applicable when requesting funds to be transferred to the County. Backup documentation shall include, but not be limited to; description of activities completed since the previous distribution request, copies of invoices, payment applications, and/or record of staff time to be reimbursed, scope of work change orders issued, problems identified, assistance needed, funds received to date, funds being requested.

Adopted

Adopt a Resolution to find that County owned property located at 855 East Laurel Drive, Salinas, California 93906, also referred to as Assessor's Parcel Number 003-851-043-000 to be leased is exempt surplus land under the Surplus Land Act pursuant to Government Code Section 54221(f)(1)(F) (i).

Adopted

a. Approve the proposed project list to submit to the California Department of Transportation (Caltrans) as candidate projects for Cycle 11 Highway Safety Improvement Program (HSIP); and b. Authorize the Director of Public Works, Facilities & Parks (PWFP), or designee, to act as the agent for the County in processing all documentation to secure these funds; and c. Direct PWFP to return to the Board for approval prior to acceptance of any grant award(s).

Approved

Please refer to the Board Orders for the approved and adopted Agreement, Resolution and Ordinance numbers.

Monterey County Page 16



Monterey County

Item No.24.1

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

September 20, 2022

Board Report

Legistar File Number: A 22-513

Introduced: 9/16/2022 Current Status: Agenda Ready

Version: 1 Matter Type: BoS Agreement

Approve an amendment to the South Salinas Valley Broadband Authority Joint Powers Agreement to facilitate the Authority's ability to execute a contract with the Golden State Connect Authority.

ADDED VIA ADDENDA

RECOMMENDATION:

It is recommended that the Board of Supervisors approve an amendment to the South Salinas Valley Broadband Authority Joint Powers Agreement to facilitate the Authority's ability to execute a contract with the Golden State Connect Authority

SUMMARY/DISCUSSION:

On May 24, 2022, the Board approved a Joint Powers Agreement with the Cities of Soledad, Gonzales, Greenfield and King forming the South Salinas Valley Broadband Authority. The purpose of the Authority is "to maximize funding for the purpose of bringing broadband services as a utility available to all residents within the Authority's jurisdiction, especially for unserved, underserved and disadvantaged communities, at a low cost. This will be done by developing community broadband such as extending last-mile connections where middle-mile fiber is available, creating an Open Access Broadband Network ("OABN"), and launching a broadband outreach program to provide service with the following minimum standards for connectivity."

While the Agreement provided for cooperation amongst the cities and the County, the Authority desires to contract with the Golden State Connect Authority to more efficiently accomplish its purposes. The proposed amendment is enclosed.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is no direct financial impact to the County from this action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Economic Development	
Administration	
Health & Human Services	
X Infrastructure	
Public Safety	

Prepared by: Leslie J. Girard, County Counsel, x5365 Approved by: Leslie J. Girard, County Counsel, x5365

Attachments: Proposed JPA Agreement amendment



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-513

Introduced:9/16/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

Approve an amendment to the South Salinas Valley Broadband Authority Joint Powers Agreement to facilitate the Authority's ability to execute a contract with the Golden State Connect Authority.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve an amendment to the South Salinas Valley Broadband Authority Joint Powers Agreement to facilitate the Authority's ability to execute a contract with the Golden State Connect Authority

SUMMARY/DISCUSSION:

On May 24, 2022, the Board approved a Joint Powers Agreement with the Cities of Soledad, Gonzales, Greenfield and King forming the South Salinas Valley Broadband Authority. The purpose of the Authority is "to maximize funding for the purpose of bringing broadband services as a utility available to all residents within the Authority's jurisdiction, especially for unserved, underserved and disadvantaged communities, at a low cost. This will be done by developing community broadband such as extending last-mile connections where middle-mile fiber is available, creating an Open Access Broadband Network ("OABN"), and launching a broadband outreach program to provide service with the following minimum standards for connectivity."

While the Agreement provided for cooperation amongst the cities and the County, the Authority desires to contract with the Golden State Connect Authority to more efficiently accomplish its purposes. The proposed amendment is enclosed.

OTHER AGENCY INVOLVEMENT:

N/A

FINANCING:

There is no direct financial impact to the County from this action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Economic Development
Administration
Health & Human Services
X Infrastructure
Public Safety

Legistar File Number: A 22-513

Prepared by: Leslie J. Girard, County Counsel, x5365

Approved by: Leslie J. Girard, County Counsel, x5365

DocuSigned by:

Attachments: Proposed JPA Agreement amendment

FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT CREATING THE SOUTH SALINAS VALLEY BROADBAND AUTHORITY

This Amendment (the "First Amendment") is made this ___ day of ___ 2022 by and between the following public entities (each a "Party," collectively, the "Parties"):

- a) CITY OF GONZALES ("Gonzales"), a municipal corporation.
- b) CITY OF SOLEDAD ("Soledad"), a municipal corporation.
- c) CITY OF GREENFIELD ("Greenfield"), a municipal corporation; and
- d) CITY OF KING ("King"), a municipal corporation.
- e) COUNTY OF MONTEREY ("County"), a political subdivision of the State of California.

RECITALS

WHEREAS, the Parties have previously entered into that certain *Joint Exercise of Powers Agreement Creating the South Salinas Valley Broadband Authority* (the "Original JPA"); and

WHEREAS, the parties desire to amend the Original JPA to better facilitate cooperation with other public entities that may propose to construct and operate open-access broadband networks within the boundaries of the Authority.

AGREEMENT

NOW, THEREFORE, based upon mutual promises contained in this Amendment, the Parties agree as follows:

- 1. The above recitals are hereby incorporated into this Amendment.
- 2. Subsection 1 of Section H of the Original JPA is hereby amended to read as follows:
 - 1. Pursuant to Government Code section 6504, each Party hereby contributes the following property interests to the Authority in furtherance of public purposes of this Agreement:
 - a. The Authority is hereby granted a license to construct, improve, operate, and maintain fiber-optic lines and other broadband infrastructure, with the necessary appurtenances, across, along, in, under, over, or upon any road, street, alley, avenue, or highway, and across, under, or over any railway, canal, ditch, or flume which the route of such works intersects, crosses, or runs along, or any utility easement, that is located within the boundaries of the Authority and is owned by or otherwise under the possession, control, or jurisdiction of the Party. This license shall survive withdrawal of the Party from the Authority, and shall further survive termination of this Agreement, and shall be irrevocable with respect to any broadband infrastructure financed or constructed in reliance upon such license.

- b. Construction of broadband infrastructure under this license shall be contingent upon obtaining an encroachment permit or similar authorization from the applicable Party, as provided in Subsection 2 of this Section, which shall not be unreasonably withheld, conditioned, or delayed.
- c. Except as provided in Subsection 2 of this Section, this license and the exercise of the Authority's rights hereunder shall be without cost to the Authority or it sublicensees.
- d. This license shall have the same terms and conditions as the franchise granted to municipal corporations under Article 3 (commencing with Section 10101) of Chapter 1 of Division 5 of the Public Utilities Code, to the extent not inconsistent with the terms of this Agreement.
- e. The property interests contributed to the Authority under this Agreement are in addition to, and do not diminish, the rights, if any, possessed directly by the Authority or its sublicensees under Article 3 (commencing with Section 10101) of Chapter 1 of Division 5 of the Public Utilities Code.
- f. The Authority may grant one or more sublicenses to other public entities for the same purpose on the same terms and conditions as set forth herein.
- 3. Subsection 2 of Section H of the Original JPA is hereby amended to read as follows:
 - 2. Encroachment Permits:
 - a. Each Party shall collaborate with the Authority and any sublicensee in good faith to streamline issuance of any permits or authorizations necessary for construction, improvement, or maintenance of broadband infrastructure as set forth in Subsection 1 of this Section.
 - b. Any fees charged in connection with such permit or authorization shall not exceed the reasonable costs to process and issue the permit. No rent, license fee, franchise fee, or other recurring fee or charge shall be imposed for such permit or for use of the right-of-way or utility easement.
 - c. Such permits or authorizations may be subject to those conditions determined necessary by the applicable Party to afford security for life and property, provided that the Party shall collaborate with the Authority and any sublicensee in good faith to reduce the costs of compliance with any such conditions to the greatest extent practicable.

- 4. Subsection 4 of Section H is hereby added to the Original JPA, to read as follows:
 - 5. Upon request by the Authority or any sublicensee, each Party shall cooperate with the Authority or sublicensee to review plans for the proposed network infrastructure in order to identify any potential constraints to the timely and efficient construction and operation of the network.
- 4. All other terms and conditions of the Original JPA shall remain in effect unchanged.
- 5. This First Amendment, together with the Original JPA, constitutes the entire agreement of the parties and supersedes all previous agreements, writings, and oral statements. In the event of any inconsistency or conflict between this First Amendment and the Original JPA, the provisions of this First Amendment shall prevail. The Agreement may not be further modified except in a writing signed by both parties.

IN WITNESS WHEREOF, the Parties, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year so indicated.

COUNTY OF MONTEREY

By	
	Mary L. Adams
	Chair of the Board of Supervisors
Dated:	
	APPROVED AS TO FORM
	By
	Leslie J. Girard, County Counsel
CITTA	OF CONZALES
CITY	OF GONZALES
D	
Ву	
	Mayor
	Wayor
Dated:	

	APPROVED AS TO FORM	
	, City Attorney	
	Ву	
CITY	OF SOLEDAD	
Ву		
	Mayor	
Dated:		
	APPROVED AS TO FORM	
	, City Attorney	
	By	
CITY	OF GREENFIELD	
Ву		
	Mayor	
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	APPROVED AS TO FORM	
	, City Attorney	
	By	
CITY	OF GONZALES	
Ву		
	Mayor	

Dated:	
	APPROVED AS TO FORM
	, City Attorney
	By
CITY	OF KING
D _{3.7}	



Monterey County

Item No.25

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

September 20, 2022

Board Report

Legistar File Number: A 22-486

Introduced: 8/31/2022 Current Status: Public Works, Facilities &

Parks - Consent

Version: 1 Matter Type: BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to:

a. Execute Amendment No. 1 to the Standard Agreement with Star Sanitation, LLC to continue to provide fence rental and services for WeatherTech® Raceway at Laguna Seca, Request for Proposals #10715, to update the provisions and increase the not-to-exceed Agreement amount by \$85,000, for a total amount not to exceed of \$185,000, with no change to the term of March 28, 2019 through March 27, 2024; and

b. Execute future amendments to the Agreement where the total amendments do not exceed ten percent (10%), or \$18,500, of the total agreement amount and do not significantly alter the scope of work, subject to County Counsel approval.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative to:

- a. Execute Amendment No. 1 to the Standard Agreement with Star Sanitation, LLC to continue to provide fence rental and services for WeatherTech® Raceway at Laguna Seca, Request for Proposals #10715, to update the provisions and increase the not-to-exceed Agreement amount by \$85,000, for a total amount not to exceed of \$185,000, with no change to the term of March 28, 2019 through March 27, 2024; and
- b. Execute future amendments to the Agreement where the total amendments do not exceed ten percent (10%), or \$18,500, of the total agreement amount and do not significantly alter the scope of work, subject to County Counsel approval.

SUMMARY/DISCUSSION:

The WeatherTech® Raceway at Laguna Seca (WRLS) is a world-class motorsports facility at the Laguna Seca Recreation Area (LSRA) owned by the County of Monterey. WRLS hosts many annual events, such as: Rolex Monterey Motorsports Reunion, INDYCAR Grand Prix of Monterey, and IMSA WeatherTech Sports Car Championship. Fencing is used during LSRA events to delineate areas accessible to the public.

Star Sanitation, LLC (Star Sanitation) was selected to provide fence rental and services at WRLS during a competitive selection process through Request for Proposals (RFP) #10715 (Attachment A) in accordance with County policies and all local, state, and federal laws. On March 21, 2019, the Standard Agreement (SA) was executed with a five-year term from March 28, 2019 through March 27, 2024, and a total not-to-exceed amount of \$100,000 (Attachment B). Expenditures for the first

three years of the SA were greater than anticipated, and the amount allocated is nearly expended. Amendment No. 1 to the SA (Attachment C) will update the provisions and increase the not-to-exceed amount by \$85,000, for a total not-to-exceed amount of \$185,000. Attachment D provides a summary of SA annual expenditures and balance to date.

The Department of Public Works, Facilities and Parks and A&D Narigi Consulting, LLC, County contract manager of LSRA, request the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative to execute the proposed Amendment No. 1 to the SA with Star Sanitation to increase the agreement amount by \$85,000, for a total amount not to exceed of \$185,000, with no change to the SA term.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office reviewed and approved Amendment No. 1 as to form and fiscal provisions, respectively.

FINANCING:

Costs associated with Amendment No. 1 will be incurred over two (2) fiscal years, Fiscal Year (FY) 2022-23 and FY 2023-24. The FY 2022-23 Adopted Budget includes sufficient appropriations in Laguna Seca Recreational Area Fund 453, Budget Unit 8579, Appropriation Unit PFP067, to cover anticipated expenditures for the year. The FY 2023-24 Recommended Budget will include sufficient appropriations to cover anticipated costs for that year.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety. The safety of event participants and the public is always a priority at WRLS events. Temporary fencing provides crowd control/containment, enhances safety, and protects park infrastructure and habitats during events.

Economic Development
Administration
Health & Human Services
X Infrastructure
X Public Safety
Prepared by: Janie Bettencourt, Management Analyst II (831) 755-5184
Ryan Bell, Administrative Operations Manager-LSRA
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks
Attachments:
Attachment A-RFP #10715
Attachment B-SA with Star Sanitation
Attachment C-Amendment No. 1 to SA with Star Sanitation
Attachment D-Summary of SA Annual Expenditures and Balance
(Attachments are on file with the Clerk of the Board)



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-486

Introduced:8/31/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

Approve and authorize the Monterey County Laguna Seca Representative to:

- a. Execute Amendment No. 1 to the Standard Agreement with Star Sanitation, LLC to continue to provide fence rental and services for WeatherTech® Raceway at Laguna Seca, Request for Proposals #10715, to update the provisions and increase the not-to-exceed Agreement amount by \$85,000, for a total amount not to exceed of \$185,000, with no change to the term of March 28, 2019 through March 27, 2024; and
- b. Execute future amendments to the Agreement where the total amendments do not exceed ten percent (10%), or \$18,500, of the total agreement amount and do not significantly alter the scope of work, subject to County Counsel approval.

RECOMMENDATION:

It is recommended that the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative to:

- a. Execute Amendment No. 1 to the Standard Agreement with Star Sanitation, LLC to continue to provide fence rental and services for WeatherTech® Raceway at Laguna Seca, Request for Proposals #10715, to update the provisions and increase the not-to-exceed Agreement amount by \$85,000, for a total amount not to exceed of \$185,000, with no change to the term of March 28, 2019 through March 27, 2024; and
- b. Execute future amendments to the Agreement where the total amendments do not exceed ten percent (10%), or \$18,500, of the total agreement amount and do not significantly alter the scope of work, subject to County Counsel approval.

SUMMARY/DISCUSSION:

The WeatherTech® Raceway at Laguna Seca (WRLS) is a world-class motorsports facility at the Laguna Seca Recreation Area (LSRA) owned by the County of Monterey. WRLS hosts many annual events, such as: Rolex Monterey Motorsports Reunion, INDYCAR Grand Prix of Monterey, and IMSA WeatherTech Sports Car Championship. Fencing is used during LSRA events to delineate areas accessible to the public.

Star Sanitation, LLC (Star Sanitation) was selected to provide fence rental and services at WRLS during a competitive selection process through Request for Proposals (RFP) #10715 (Attachment A) in accordance with County policies and all local, state, and federal laws. On March 21, 2019, the Standard Agreement (SA) was executed with a five-year term from March 28, 2019 through March 27, 2024, and a total not-to-exceed amount of \$100,000 (Attachment B). Expenditures for the first three years of the SA were greater than anticipated, and the amount allocated is nearly expended.

Legistar File Number: A 22-486

Amendment No. 1 to the SA (Attachment C) will update the provisions and increase the not-to-exceed amount by \$85,000, for a total not-to-exceed amount of \$185,000. Attachment D provides a summary of SA annual expenditures and balance to date.

The Department of Public Works, Facilities and Parks and A&D Narigi Consulting, LLC, County contract manager of LSRA, request the Board of Supervisors approve and authorize the Monterey County Laguna Seca Representative to execute the proposed Amendment No. 1 to the SA with Star Sanitation to increase the agreement amount by \$85,000, for a total amount not to exceed of \$185,000, with no change to the SA term.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel and the Auditor-Controller's Office reviewed and approved Amendment No. 1 as to form and fiscal provisions, respectively.

FINANCING:

Costs associated with Amendment No. 1 will be incurred over two (2) fiscal years, Fiscal Year (FY) 2022-23 and FY 2023-24. The FY 2022-23 Adopted Budget includes sufficient appropriations in Laguna Seca Recreational Area Fund 453, Budget Unit 8579, Appropriation Unit PFP067, to cover anticipated expenditures for the year. The FY 2023-24 Recommended Budget will include sufficient appropriations to cover anticipated costs for that year.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The recommended action supports the Board of Supervisors Strategic Initiatives for Infrastructure and Public Safety. The safety of event participants and the public is always a priority at WRLS events. Temporary fencing provides crowd control/containment, enhances safety, and protects park infrastructure and habitats during events.

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

Prepared by: Janie Bettencourt, Management Analyst II (831) 755-5184

Ryan Bell, Administrative Operations Manager-LSRA

Reviewed by: Bryan Flores, Chief of Parks

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



Attachments:

Attachment A-RFP #10715

Attachment B-SA with Star Sanitation

Attachment C-Amendment No. 1 to SA with Star Sanitation

Attachment D-Summary of SA Annual Expenditures and Balance

(Attachments are on file with the Clerk of the Board)

Attachment A

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COUNTY OF MONTEREY CONTRACTS/PURCHASING DIVISION 1488 SCHILLING PLACE SALINAS, CA 93901 (831) 755-4990

REQUEST FOR PROPOSALS

10715

For

FENCE RENTAL AND SERVICES FOR WEATHERTECH LAGUNA SECA RACEWAY

Proposals are due by 3:00 pm (PST) February 22, 2019

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 It is the intent of this Request for Proposal (RFP) to solicit proposals from qualified CONTRACTOR(s) to provide Fence Rental and Services for WeatherTech Raceway Laguna Seca.
- 1.2 This solicitation is not intended to create an exclusive service AGREEMENT. County retains the ability, at its sole discretion, to add qualified CONTRACTORS at any time.

2.0 BACKGROUND

- 2.1 The County of Monterey is located on the Central Coast of California, approximately 120 miles south of San Francisco. The County is approximately 3,350 square miles. What is known today as "WeatherTech Raceway Laguna Seca", originally part of the former Fort Ord Military Base, was turned over to the County of Monterey in 1974.
- 2.2 WeatherTech Raceway Laguna Seca (WRLS) is a world-class motorsports facility in the Laguna Seca Recreation Area nestled in the rolling hills of the Monterey Peninsula and owned by County of Monterey. WRLS plays host to annual events such as the Rolex Monterey Motorsports Reunion, the INDYCAR Grand Prix of Monterey, and the IMSA WeatherTech SportsCar Championship on the 11-turn, 2.238-mile road course with the famed Corkscrew turn that descends nearly six stories in 450 feet of asphalt. The 2019 Event Schedule is identified in Exhibit A. This schedule may be changed as additional events are scheduled.
- 2.3 At the Laguna Seca Recreation Area, visitors can camp on the surrounding hillsides for a serene view of the Salinas Valley. Both RV and tent camping are available in a clean, friendly environment. The park is just a short drive from the Monterey Peninsula, Salinas Valley, Carmel Valley, and Big Sur.
- 2.4 The events held at the facility are accompanied with live entertainment and interactive sponsorships. The County has a desire to create a more robust spectator and fan experience through the creation of an area to be referred to as "Main-Street Laguna Seca", a comprehensive hospitality environment, offering our guests an experience at a world class level.
- 2.5 Request for Proposals #10715 will establish fence rental and services. The County seeks CONTRACTOR(s) who will abide by all local, state, and federal regulations and who are also capable of providing all labor, materials, tools, equipment and supervision, in the course of providing fence rental and services.

3.0 CALENDAR OF EVENTS

3.1	Issue RFP	Thursday, January 31, 2019
3.2	Mandatory Pre-Proposal Meeting Hospitality Pavilion WeatherTech Raceway, 1021 Hwy 68, Salinas, CA 93908 (See 3.7)	9:00 AM, PST, February 12, 2019
3.3	Deadline for Written Questions	3:00 p.m., PST, February 14, 2019
3.4	Proposal Submittal Deadline	3:00 p.m., PST, February 22, 2019
3.5	Estimated Notification of Selection	February 2019
3.6	Estimated AGREEMENT Date	March 2019

This schedule is subject to change as necessary.

- 3.7 MANDATORY PRE-PROPOSAL MEETING: Only CONTRACTOR(s) who attend the mandatory pre-proposal meeting in person will be eligible to submit proposals for this RFP. The pre-proposal meeting will be held on Tuesday, February 12, 2019 at 9:00 a.m. (PST), at WeatherTech Raceway Laguna Seca, 1021 Hwy 68, Salinas. CA. 93908, and follow the signs to the Hospitality Pavilion. Those interested in submitting a proposal are required to attend this meeting. The purpose of this meeting is to answer questions and clarify any portion of the RFP the potential bidder(s) may question. No presentations are required or permitted at this meeting.
 - 3.7.1 Proposals received from CONTRACTOR(s) who do not attend the mandatory pre-proposal meeting listed above will be deemed non-responsive and not opened.
 - 3.7.2 Please indicate your intent to attend this meeting by sending a response to the County's Primary Contact person designated within section 4.1 herein.
 - 3.7.3 Attendance will be limited to not more than three (3) representatives from each CONTRACTOR.
- 3.8 FUTURE ADDENDA: CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. IT IS THE **CONTRACTORS'** RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP by either informing the County of their mailing information or by regularly checking the County's Solicitation Center web page at www.co.monterey.ca.us/admin/solicitcenter.htm. Addenda will be posted on the website the day they are released.

4.0 COUNTY POINTS OF CONTACT

4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County **Tom Skinner**

Management Analyst III

1488 Schilling Place Salinas, CA 93901 PHONE: (831) 784-5791

FAX: (831) 755-4969

Email: skinnerwt@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (EMAIL or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTOR after the deadline for receipt of questions.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS** herein. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.

5.0 SCOPE OF WORK

- 5.1 <u>Contractor Minimum Work Performance Percentage:</u> CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 CONTRACTOR shall provide the following services to include but not limited to:
 - 5.2.1 Delivery, Setup and Teardown of fencing per Exhibit B, Event Fencing Needs.
 - 5.2.2 CONTRACTOR shall work with raceway staff for a timeline for the completion of each event.
 - 5.2.3 Vendor shall provide on-site-stand-by employees for Friday, Saturday and Sunday of each race week. These stand-by employees shall assist in setting up equipment and completing last minute requests.
 - 5.2.4 Vendor shall provide quality and presentable rented items.

- 5.2.5 CONTRACTOR'S on-site employees must be able to communicate efficiently in English.
- 5.2.6 Standard safety equipment (fire extinguishers, no smoking signs, etc.) as required by law must be installed. The cost of these shall be built into the rental price.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT will be for a period of Five (5) years.
- 6.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 LICENSING / SECURITY REQUIREMENTS

- 7.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 7.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

8.0 PROPOSAL PACKAGE REQUIREMENTS

8.1 CONTENT AND LAYOUT:

8.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposals packages shall include at a minimum, but not limited to, the following information in the format indicated:

Proposal Package Layout; Organize and Number Sections as Follows:	
	COVER LETTER (INCLUDING CONTACT INFO)
Section 1	RFP SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PROPOSED APPROACH FOR MEETING THE SERVICES REQUESTED

Section 3	PRE-QUALIFICATIONS/LICENSING
Section 4	PROJECT EXPERIENCE AND REFERENCES
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	ATTACHMENT A: PRICING SCHEDULE
Section 7	EXCEPTIONS
Section 8	APPENDIX

Section 1 Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and Contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it has been in existence.

Signed RFP Signature Page and Signed Addenda (if any addenda were released for this solicitation): Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Table of Contents

Section 2 Proposed Approach for Meeting the Services Requested by County as Described in Section 5.0 Scope of Work:

(Two page maximum)

Describe your proposed approach for providing the services described in Section 5.0 Scope of Work. Relevant considerations include the quality and feasibility of your approach to providing these services, the manner in which you intend to provide adequate staffing, and equipment or other resources to be provided by you. Identify sub-consultants, if any, you propose to use to provide the services.

CONTRACTOR shall acknowledge in writing that it meets all professional qualifications necessary to provide the services as set forth in Section 5.0 Scope of Work above.

Section 3, Pre-Qualifications/Licensing:

Pre-Qualifications/Licensing: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications and licensing requirements as set forth in Section 7.0 herein.

Section 4, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (*Reference: www.co.monterey.ca.us/admin/policies.htm*).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6 Pricing - Attachment A PRICING SCHEDULE:

CONTRACTOR shall complete **ATTACHMENT A: PRICING SCHEDULE**, attached hereto. There shall be no travel reimbursement allowed during this Agreement.

Section 7, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with "EXCEPTION TO MONTEREY COUNTY SOLICITATION #" (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 8, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

- 8.2 <u>ADDITIONAL REQUIREMENTS:</u> To be considered "responsive," submitted proposals packages shall adhere to the following:
 - 8.2.1 Four (4) sets of the proposal package (**one** (1) original proposal marked "**Original**" plus **three** (3) copies marked "**Copies**") shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to "RFP #10715". In addition, submit one (1) electronic version of the entire proposal package on a USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
 - 8.2.2 Proposals packages shall be prepared on 8-1/2" x 11" paper, preferably duplex printed bound with front and back covers. Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
 - 8.2.3 Reproductions of the Monterey County Seal shall <u>not</u> be used in any documents submitted in response to this solicitation.
 - 8.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
 - 8.2.5 To validate your proposal package, **submit the RFP SIGNATURE PAGE** (contained herein) **with your proposal**. Proposals packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the RFP Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.
- 8.3 CONFIDENTIAL OR PROPRIETARY CONTENT: Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION" at the top of the page. CONTRACTOR acknowledges that any other method of marking documents as proprietary will be assumed to be residual, and will be disregarded.

9.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

9.1 <u>Submittal Identification Requirements:</u> ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: THE SOLICITATION NUMBER RFP #10715 and CONTRACTORS COMPANY NAME.

- 9.2 <u>Mailing Address:</u> Proposal packages shall be mailed to County at the mailing address indicated on the **RFP Signature Page** of this solicitation.
- 9.3 <u>Due Date:</u> Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **RFP Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 9.4 <u>Shipping Costs:</u> Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 9.5 Acceptance: Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR'S ability to perform the work adequately as specified.
- 9.6 Ownership: All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a Proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked "No Bid".
- 9.7 <u>Compliance:</u> Proposal packages that do not follow the format, content, and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.
- 9.8 <u>CAL-OSHA</u>: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

10.0 SELECTION CRITERIA

10.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.

10.2 The selection criteria include the following:

SCORING CRITERIA	Max Possible Score
Experience	35
References	30
Pricing	30
Local Business Declaration	5
TOTAL	100

- 10.3 AGREEMENT award(s) will not be based on cost alone.
- 10.4 To the extent of personnel and equipment to be provided under this agreement, CONTRACTOR, if so requested, shall afford the County an opportunity to inspect CONTRACTOR'S equipment prior to award of the agreement.
- 10.5 The award(s) resulting from this RFP will be made to the CONTRACTOR(s) that submit a response that, in the sole opinion of the county, best serves the overall interest of the County.
- 10.6 The award made from this RFP may be subject to approval by the County Board of Supervisors.

11.0 PRICING

- 11.1 CONTRACTOR(s) will complete **ATTACHMENT A PRICING SCHEDULE** for the provision of services as outlined within this RFP.
- 11.2 CONTRACTOR prices stated in **ATTACHMENT A PRICING SCHEDULE** shall be effective from the date the proposal is submitted to the day the AGREEMENT is awarded and through the initial term of the AGREEMENT.
- 11.3 CONTRACTOR shall submit **SAMPLE OF PREVIOUS WORK EXPERIENCE**.
- Prior to the start of each project, the County department and CONTRACTOR(s) will mutually agree upon the budget for the project.
 - 11.4.1 County will provide a defined scope.
- 11.5 Prices quoted for work assignments must remain in effect for the duration of the agreement.
- 11.6 Invoicing by CONTRACTOR(s) will clearly itemize but is not limited to the following:
 - 11.6.1 County Department receiving services,
 - 11.6.2 Purchase order number under which the invoice is to be charged,

- 11.6.3 Services provided,
- 11.6.4 Dates of services,
- 11.7 Proposals should include any early payment discounts and/or incentives offered.

12.0 PREFERENCE FOR LOCAL CONTRACTORS

- 12.1 <u>General Requirements:</u> Each local supplier funded in whole or in part by County funds, or funds which the County expends or administers, shall be eligible for a local preference as provided in this section.
- Rights of First Refusal: Each local supplier who is within five percent of the lowest responsible bid and who is otherwise responsive and responsible to the call for bids shall be provided the opportunity to reduce the local supplier's bid to the amount equal to the amount of the lowest responsible bid, if the lowest responsible bid is submitted by other than a local supplier. The opportunity to reduce the amount of the bid shall be provided first to the lowest eligible local supplier and, if not accepted by such local supplier within five business days of the opening of bids, who is within five percent of the lowest responsible bid. In the event an eligible local supplier reduces the bid to the amount of the lowest responsible bid, the eligible local supplier shall be deemed to have provided the lowest responsible bid and shall be awarded the contract.
- 12.3 The foregoing provisions apply only to competitive bids that require that contracts be awarded to the lowest responsible bidder. For contracts awarded to the lowest responsible bidder. For contracts awarded pursuant to requests for proposals or requests for quotations, the awarding authority may consider, as one of the factors in determining the most suitable proposal or quotation, whether or not a local supplier submits the proposal or quotation.
- 12.4 <u>Definitions:</u> For the purpose of this Section, the following terms have the meanings indicated:
 - 12.4.1 "Area" means Monterey County, San Benito County, and Santa Cruz County.
 - 12.4.2 "Bid" includes any competitive bid, whether formal or informal.
 - 12.4.3 "Local Supplier" shall mean a supplier doing business in the Area for not less than the past five consecutive years.
 - 12.4.4 "Supplier" shall mean a business or resident providing goods, supplies, or professional services.
- 12.5 Link to the County's Local Preference Policy: http://www.co.monterey.ca.us/cao/pdfs/LocalPreferencePolicy.pdf

13.0 CONTRACT AWARDS

- 13.1 <u>No Guaranteed Value:</u> County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 13.2 <u>Board of Supervisors:</u> The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 13.3 <u>Interview:</u> County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 13.4 <u>Incurred Costs:</u> County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 13.5 <u>Notification:</u> All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 13.6 <u>In County's Best Interest:</u> The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

14.0 PREVAILING WAGE

Under 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

15.0 SEQUENTIAL CONTRACT NEGOTIATION

County will pursue contract negotiations with the CONTRACTOR who submit(s) the best Proposal or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

16.0 AGREEMENT TO TERMS AND CONDITIONS

CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the "SAMPLE AGREEMENT SECTION" herein. Submission of a signed bid/proposal and the RFP SIGNATURE PAGE will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the SAMPLE AGREEMENT Section herein. County may but is not required to consider including language from the CONTRACTOR'S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR'S proposal.

17.0 COLLUSION

CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

18.0 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked "CONFIDENTIAL INFORMATION" or "PROPRIETARY INFORMATION", in conformance with the specific requirements set forth in section 8.3, above. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential. As a California government entity, County is subject to the California Public Records Act and other public transparency laws and, as such, cannot guarantee the confidentiality of information marked confidential or proprietary. County will respond to requests for disclosure of records related to this solicitation in accord with applicable law on disclosure requirements and exemptions to disclosure.

19.0 PIGGYBACK CLAUSE

CONTRACTOR shall indicate below if CONTRACTOR agrees to extend the same prices, terms and conditions of their proposal to other public agencies that have delivery locations within the State of California limits: _____ Yes _____ No.

CONTRACTOR's response to this question will not be considered in award of the AGREEMENT resulting from this solicitation. If and when CONTRACTOR extends the prices, terms and conditions of their proposal to other public agencies, any resulting agreement shall be between CONTRACTOR and the other public agencies and County shall bear no responsibility or liability for any agreements between CONTRACTOR and the other public agencies.

SAMPLE AGREEMENT SECTION

The COUNTY OF MONTEREY AGREEMENT \$100,000 OR MORE with all terms and conditions (which are hereby incorporated by reference as though set forth entirely herein) may be viewed at:

http://www.co.monterey.ca.us/cao/pdfs/AGMTmore\$100k.pdf

ATTACHMENTS

ATTACHMENT A: PRICING SCHEDULE

	RENTAL PRICE	ADDITIONAL FEES
ITEM DESCRIPTION	(PER FOOT & PER HOUR)	(I.E. DELIVERY, RETURN, OVERTIME, ETC.)
CHAIN LINK FENCE - 4' HIGH		
CHAIN LINK FENCE - 6' HIGH		
CHAIN LINK FENCE - 8' HIGH		
CHAIN LINK FENCE WITH MESH - 4' HIGH		
CHAIN LINK FENCE WITH MESH - 6' HIGH		
CHAIN LINK FENCE WITH MESH - 8' HIGH		
CROWD CONTROL FENCE / BICYCLE FENCE		
PRIVCY MESH (GREEN, BLACK, GRAY)		
MAN GATE - 6' HIGH		
MAN GATE - 8' HIGH		
PANIC / PUSH GATE - 6' HIGH		
PANIC / PUSH GATE - 8' HIGH		
CATERING GATE - 12' LENGTH		
VEHICLE GATE - 14' LENGTH		
PIVOT WHEEL / MOVEMENT ACCESSORIES		
LABOR TO SET		
LABOR TO REMOVE		
LABOR TO MODIFY / ADJUST		

ITEM DESCRIPTION	ITEM NOTES (I.E. PANEL LENGTH, STYLE, SPECS, ETC.)
CHAIN LINK FENCE - 4' HIGH	
CHAIN LINK FENCE - 6' HIGH	
CHAIN LINK FENCE - 8' HIGH	
CHAIN LINK FENCE WITH MESH - 4' HIGH	
CHAIN LINK FENCE WITH MESH - 6' HIGH	
CHAIN LINK FENCE WITH MESH - 8' HIGH	
CROWD CONTROL FENCE / BICYCLE FENCE	
PRIVCY MESH (GREEN, BLACK, GRAY)	
MAN GATE - 6' HIGH	
MAN GATE - 8' HIGH	
PANIC / PUSH GATE - 6' HIGH	
PANIC / PUSH GATE - 8' HIGH	
CATERING GATE - 12' LENGTH	
VEHICLE GATE - 14' LENGTH	
PIVOT WHEEL / MOVEMENT ACCESSORIES	
LABOR TO SET	
LABOR TO REMOVE	
LABOR TO MODIFY / ADJUST	

⁻⁻ End of Attachment A --

EXHIBITS

EXHIBIT A: 2019 EVENT SCHEDULE

(Dates will fluctuate annually. Additional events may be scheduled.)

March 29 - 30	Intercontinental GT Challenge California 8 Hours
April 11 - 14	Sea Otter Classic
May 3 - 5	Trans Am SpeedFest
May 9 - 12	Ferrari Challenge & Corse Clienti F1
July 12 - 14	Motul FIM Superbike World Championship U.S. Round ft. MotoAmerica
August 10 - 11	Monterey Pre-Reunion Historic Races
August 15 - 18	Rolex Monterey Motorsports Reunion
September 13 - 15	IMSA WeatherTech SportsCar Championship
September 20 - 22	INDYCAR Grand Prix of Monterey

PLEASE NOTE: Above are listed "Event" dates only. Set up and tear down of materials shall happen prior and after based on a schedule determined for each event by WeatherTech Raceway Laguna Seca and CONTRACTOR.

⁻⁻ End of Exhibit A -

EXHIBIT B: 2019 PRELIMINARY EVENT FENCE RENTAL NEEDS

* Please note that the following rental needs are preliminary and will be adjusted as we approach the event season. Orders will be communicated between WRLS staff and CONTRACTOR(s).

Intercontinental GT Challenge California 8 Hours Approximate Population: 15,000 March 29 - 30, 2019

	Feet
4' x 10' Bicycle Fence	200
4' Chain Link Fence	948

Trans Am SpeedFest Approximate Population: 20,000 May 3 - 5, 2019

	Feet
6' Chain Link Fence w/ Mesh	180
4' Chain Link Fence	948

Ferrari Challenge & Corse Client F1 Approximate Population: 15,000 May 9 - 12, 2019

	Feet
6' Chain Link Fence w/ Mesh	228
Additional Black Mesh	484
4' Chain Link Fence	948

Motul FIM Superbike World Championship U.S. Round Feat. MotoAmerica Approximate Population: 45,000 July 12 - 14, 2019

	Feet
6' Chain Link Fence w/ Mesh	1440
6' Chain Link Fence	660
Green Mesh	130
Black Mesh	200
4' Chain Link Fence w/ Mesh	756
4' Chain Link Fence	948
14' Vehicle Entrance Gate	28
4' x 10' Bicycle Fence	640
6' Man Gate	12
12' Catering Gate	12

Pre-Reunion Historic Races & Rolex Monterey Motorsports Reunion

Approximate Population: 65,000 Pre-Reunion: August 10 - 11, 2019 Rolex Reunion: August 15 - 18, 2019

	Feet
6' Chain Link Fence w/ Mesh	588
8' Chain Link Fence w/ Mesh	240
Green Mesh	100
Black Mesh	308
4' x 10' Bicycle Fence	870
4' Chain Link Fence	948
Fence Posts	
8' Man Gate	8
6' Man Gate	42
12' Catering Gate	36

IMSA WeatherTech Sports Car Championship Approximate Population: 40,000 September 13 - 15, 2019

	Feet
6' Chain Link Fence w/ Mesh	912
8' Chain Link Fence	420
Black Mesh	152
Fence Posts	
4' x 10' Bicycle Fence	400
4' Chain Link Fence	948
14' Vehicle Entrance Gate	28
6' Panic Gate	42
8' Man Gate	8
12' Catering Gate	12

IndyCar Grand Prix of Monterey Approximate Population: 70,000 September 20 - 22, 2019

	Feet
6' Chain Link Fence w/ Mesh	912
8' Chain Link Fence w/ Mesh	612
Black Mesh	152
4' x 10' Bicycle Fence	400
4' Chain Link Fence	948
6' Panic Gate	60
6' Man Gate	
Fence Wheel	8
8' Man Gate	8
12' Catering Gate	12

⁻⁻ End of Exhibit B -

EXHIBIT C: LOCAL BUSINESS DECLARATION FORM

COUNTY OF MONTEREY LOCAL BUSINESS DECLARATION FORM

If a business entity is claiming to be a "Local Vendor" as defined by the "Monterey County Local Preference Policy", adopted by the Monterey County Board of Supervisors on August 29, 2012, it must certify they meet the definition of "Local Vendor" as defined and in accordance to the adopted policy. Any business entity claiming to be a local business as defined by the policy, shall so certify in writing herein that they meet all of the criteria listed within the policy, which can be accessed online at the following link:

Policy Link: http://www.co.monterey.ca.us/cao/policies.htm

County shall not be responsible or required to verify the accuracy or any such certifications, and shall have sole discretion to determine if a bidder meets the definition of "local vendor" as provided herein.

Any business which falsely claims a preference pursuant to Monterey County Local Preference Policy shall be ineligible to bid on county purchases or contracts for a period of three (3) years from the date of discovery of the false certification(s).

Any business eligible for the local preference who desires to have the preference applied during the award selection process shall return this completed Local Business Preference Declaration form with its proposal package response. Upon request, bidder agrees to provide additional information to substantiate this certification.

Select that which is applicable to your business entity (at least one [1] in order for a business to be considered local):

It either owns, leases, rents or otherwise occupies a fixed office or other commercial building, or portion thereof, having a street address within the Area. Vendor possesses a valid and verifiable business license, if required, issued by a city within the Area or by one (1) of the three (3) counties within the Area when the address is located in an unincorporated area within one (1) of the three (3) counties as defined as "Area"; and
It employs at least one (1) full time employee within the "Area", or if the business has no employees, the business shall be at least fifty percent (50%) owned by one (1) or more persons whose primary residence(s) is located within the "Area"; and
Its business has been in existence, in its current name, within the "Area" for at least two (2) years immediately prior to the issuance of either a request for proposal or request for qualifications or request for quotations for the County; and
It is a newly established business which is owned by an individual or by individuals formerly employed by a Local Business for at least two (2) years.

As per the policy: "Area" shall mean Monterey County, San Benito County, and Santa Cruz County.

Note: If applicable your organization must possess a valid resale license from the State Franchise Tax Board showing its local address within the "Area" and evidencing that payment of the local share of the sales tax goes to either a city within the "Area" or to one (1) of the three (3) counties within the defined "Area" On behalf of my business entity (i.e.; organization) I certify under penalty of perjury that I have both read and confirm that my business entity meets the requirements as outlined within the County's Local Preference Policy for the procurement in question.

Business Address:	
City:	State: Zip Code:
Signature of Authorized Representative:	•
Title of Authorized Representative:	
Date:	
Telephone Number: ()	E-Mail: :

Bidders who do \underline{not} qualify as a local business as per the policy should \underline{not} submit this form.

⁻⁻ End of Exhibit C -

RFP SIGNATURE PAGE

COUNTY OF MONTEREY CONTRACTS/PURCHASING DIVISION

RFP # 10715 ISSUE DATE: January 31, 2019



RFP TITLE: FENCE RENTAL AND SERVICES

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING OFFICER BY $\,$

3:00 P.M., LOCAL TIME, ON February 22, 2019

QUESTIONS ABOUT THIS RFP SHOULD BE DIRECTED TO Tom Skinner, SkinnerWT@CO.MONTEREY.CA.US, (831) 784-5791

MAILING ADDRESS: COUNTY OF MONTEREY CONTRACTS/PURCHASING OFFICE

CONTRACTS/PURCHASING OFFICE 1488 SCHILLING PLACE SALINAS, CA 93901

CONTRACTOR MUST INCLUDE THE FOLLO	WING IN EACH PROPOSAL (1 original plus 3 copies):
ALL REQUIRED CONTENT AS DEFINED	PER SECTION 8.1 HEREIN
	included with your submittal in order to validate your proposal. ed without this page will be deemed non-responsive.
CHECK HERE IF YOU HAVE ANY	EXCEPTIONS TO THIS SOLICITATION.
	vices stipulated in my proposal at the price quoted, subject to the instructions and I further attest that I am an official officer representing my firm and authorized with
Company Name:	Date
Signature:	
Name Street Address:	
City: State:	Zip:
Phone: () Fa	x: ()
Email:	
License No. (If applicable):	
License Classification (If applicable):	

Attachment B

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COUNTY OF MONTEREY STANDARD AGREEMENT BETWEEN THE COUNTY

AND

STAR SANITATION, LLC.

RFP 10715 – FENCE RENTAL & SERVICES FOR WEATHERTECH LAGUNA SECA RACEWAY

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: **STAR SANITATION, 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 SCOPE OF SERVICES**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

To provide: Fence Rental & Services for Weathertech Laguna Seca Raceway.

2.0 TERM OF AGREEMENT.

- 2.01 The term of this Agreement will be for a period of five (5) years from March 28, 2019 to March 27, 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 the County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 2.02 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.

3.0 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

Exhibit B Pricing Sheet

Exhibit C Incorporation of Request for Proposals (RFP) #10715 and Statement of Proposal Documents, attached to and made part of this Agreement.

The following documents are on file with the Office of Contracts/Purchasing:

- RFP #10715
- CONTRACTOR'S Proposal Package dated February 20, 2019.

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Page 1 of 15

Agreement - Star Sanitation, LLC.

March 28, 2019 - March 27, 2024

Not to Exceed \$100,000.00

RFP 10715 - Fence Rental Services Weathertech Laguna Seca Raceway

4.0 PAYMENT PROVISIONS.

- 4.01 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth in **EXHIBIT B PRICING SHEET**, attached to and made part of this Agreement, subject to the limitations set forth in the Agreement.
- 4.02 The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$100,000.00.
- 4.03 Prices shall remain firm for the initial term of this Agreement.
 - 4.03.01 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.
 - 4.03.02 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 4.04 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 4.05 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that required payment in less than 30 days.
- 4.06 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 4.07 Tax:
 - 4.07.01 Pricing as per this Agreement is inclusive of all applicable taxes.
 - 4.07.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax, an exemption certificate is not required where shipping documents show Monterey County as consignee.

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

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Agreement - Star Sanitation, LLC. March 28, 2019 - March 27, 2024 Not to Exceed \$100,000.00 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 INVOICES.

- 6.01 Invoice amounts shall be billed directly to the ordering department.
- 6.02 CONTRACTOR shall reference RFP #10715 on all invoices submitted to County to the attention of Contract Administrator. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.03 Invoicing by CONTRACTOR will clearly itemize at least the following:
 - County Department receiving services.
 - Purchase order number under which invoice is to be charged.
 - Services Provided.
 - Date(s) of services.
 - All applicable tax shall be included as a separate line item.

7.0 <u>TERMINATION.</u>

- 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 upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "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

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15 Agreement - Star Sanitation, LLC.
March 28, 2019 - March 27, 2024
Not to Exceed \$100,000.00
RFP 10715 - Fence Rental Services Weathertech Laguna Seca Raceway

terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extend caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.
- 8.02 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

9.0 INSURANCE REQUIREMENTS.

9.1 Evidence of Coverage:

- 9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.
- 9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall <u>not</u> receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.
- 9.2 <u>Qualifying Insurers:</u> 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 County's Purchasing Officer.

9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- (i) <u>Commercial general liability insurance</u>, 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.
- (ii) <u>Business automobile liability insurance</u>, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under an AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- (iii) Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of an 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.
- (iv) Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an 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 an AGREEMENT.

9.4 Other Insurance Requirements:

- 9.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.
- 9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.
- 9.4.3 <u>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</u>

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

10.0 <u>RECORDS AND CONFIDENTIALITY.</u>

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information 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 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 <u>County Records.</u> 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 <u>Maintenance of Records.</u> 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

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maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

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

13.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the

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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 all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:	
County of Monterey	Star Sanitation, LLC.	
c/o Lavonne Chin		
Name and Title	Name and Title	
168 W. Alisal St. 3rd Floor	4 Harris Rd.	
Salinas, CA 93901	3901 Salinas, CA. 93908	
Address	Address	
(831)759-7214	(831) 754-6794	
Phone	Phone	

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 <u>Amendment.</u> 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 <u>Contractor</u>. 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.

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- 15.05 <u>Disputes.</u> CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 <u>Assignment and Subcontracting.</u> 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 <u>Successors and Assigns.</u> 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 <u>Compliance with Applicable Law.</u> The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 <u>Headings</u>. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 <u>Time is an important element.</u> Time is <u>an important element</u> in each and all 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 <u>Non-exclusive Agreement.</u> 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 <u>Counterparts.</u> 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 <u>Authority.</u> 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 <u>Integration.</u> 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,

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- 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 <u>Interpretation of Conflicting Provisions.</u> In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----This section left blank intentionally------

16.0 SIGNATURE PAGE.

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

	COUNTY OF MONTEREY		CONTRACTOR
By:	(Dome)		STAR SANITATION, LLC.
Date:	Contracts/Purchasing Officer 3-21-17		Contractor's Business Name*
By:		Ву:	Daily Walk
Date:	Department Head (if applicable)		(Signature of Chair, President, or Vice-President) *
Approved a	s to Formal		Bartley Wolker - President Name and Title
Ву:	Deput County Counsel	Date:	3-20-2019
Date:	3/21/19	Ву:	(Signature of Secretary, Asst. Secretary, CFO,
Approved as	s to Fiscal Provisions2		Treasurer or Asst. Treasurer) *
By:	Auditor/Controller		Carrie Boer Controller Name and Title
Date:	312/114	Date:	3/20/2019
Approved as	to Liability Provisions ³		
By:	Risk Management		
Date:	Visk international		

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 8 or 9

EXHIBIT A SCOPE OF SERVICES

(As listed within RFP #10715)

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 5.2 CONTRACTOR shall provide the following services to include but not limited to:
 - 5.2.1 Delivery, Setup and Teardown of fencing per Exhibit B, Event Fencing Needs.
 - 5.2.2 CONTRACTOR shall work with raceway staff for a timeline for the completion of each event.
 - 5.2.3 Vendor shall provide on-site-stand-by employees for Friday, Saturday and Sunday of each race week. These stand-by employees shall assist in setting up equipment and completing last minute requests.
 - 5.2.4 Vendor shall provide quality and presentable rented items.
 - 5.2.5 CONTRACTOR'S on-site employees must be able to communicate efficiently in English.
 - 5.2.6 Standard safety equipment (fire extinguishers, no smoking signs, etc.) as required by law must be installed. The cost of these shall be built into the rental price.

EXHIBIT B PRICING SHEET

(As Provided with Proposal for RFP #10715)

Company Name: STAR SANITATION, LLC.

ITEM DESCRIPTION	RENTAL PRICE (PER FOOT & PER HOUR)	ADDITIONAL FEES (I.E. DELIVERY, RETURN, OVERTIME, ETC.)
CHAIN LINK FENCE - 4' HIGH	\$1.35 per linear ft.	,
CHAIN LINK FENCE - 6' HIGH	\$1.35 per linear ft.	
CHAIN LINK FENCE - 8' HIGH	\$2.10 per linear ft.	
CHAIN LINK FENCE WITH MESII - 4' HIGH	\$1.85 per linear ft.	
CHAIN LINK FENCE WITH MESH - 6' HIGH	\$1.85 per linear ft.	
CHAIN LINK FENCE WITH MESH - 8' HIGH	\$2.60 per linear ft.	
CROWD CONTROL FENCE / BICYCLE FENCE	\$1.75 per linear ft.	
PRIVCY MESH (GREEN, BLACK, GRAY)	\$0.50 per linear ft.	
MAN GATE - 6' HIGH	\$50.00	
MAN GATE - 8' HIGH	\$50.00	
PANIC / PUSH GATE - 6' HIGH	\$100.00	
PANIC / PUSH GATE - 8' HIGH	\$150.00	
CATERING GATE - 12' LENGTH	6 ft. \$1.35 per linear ft 8 ft. \$2.10 per linear ft	•
VEHICLE GATE - 14' LENGTH	6 ft. \$1.35 per linear ft. 8 ft. \$2.10 per linear ft.	
PIVOT WHEEL/MOVEMENT ACCESSORIES	\$26.00	
LABOR TO SET	No Charge	\$65.50 Fire Extinguisher Each \$10.00 No Smoking Sign Each
LABOR TO REMOVE		\$38.00 per person per hour
LABOR TO MODIFY / ADJUST		\$38.00 per person per hour

ITEM DESCRIPTION	ITEM NOTES (i.e. panel length, style, specs, etc.)	
CHAIN LINK FENCE - 4' HIGH	Galvanized- 4 ft, Height x 12 ft. Long	
CHAIN LINK FENCE - 6' HIGH	Galvanized- 6 ft. Height x 12 ft. Long	
CHAIN LINK FENCE - 8' HIGH	Galvanized- 8 ft. Height x 12 ft. Long	
CHAIN LINK FENCE WITH MESH - 4' HIGH	4 ft. Height x 12 ft. Long with Green mesh	
CHAIN LINK FENCE WITH MESH - 6' HIGH	6 ft. Height x 12 ft. Long with Green or Black mesh	
CHAIN LINK FENCE WITH MESII - 8' HIGH	8 ft. Height x 12 ft. Long with Green or Black mesh	
CROWD CONTROL FENCE / BICYCLE FENCE	44 Inch Height x 10 ft. Long Colors: Orange & Black	
PRIVCY MESH (GREEN, BLACK, GRAY)	High quality polyethylene fabric 80 & 90 grade with taped adges and grommets in Green (4 ft., 6 ft., 8 ft.) Black (6f ft. 8ft.)	
MAN GATE - 6' HIGH	Man Gate (enteriexit) equipped with pin to add patilock if needed	
MAN GATE - 8' HIGH	Man Gate (enterfexit) equipped with pin to add padiock if needed	
PANIC/PUSIT GATE - 6' HIGH	Man Gate (enterients) equipped with panic herdware-push to open	
PANIC / PUSH GATE - 8' HIGH	Man Gate (enterlexit) equipped with panic hardvare-push to open	
CATERING GATE - 12' LENGTH	Chain Link Fence panel (6 ft. or 8ft.) with opening of 12ft.	
VEHICLE GATE - 14' LENGTH	Chain Link Fence panel (6 ft. or 8ft.) with opening of 14-24 ft.	
PIVOT WHEEL/MOVEMENT ACCESSORIES	Rolling wheels	
LABOR TO SET	Fire Extinguisher- Class ABC, 5 lb No Smoking Sign 10" Height x 14" Width	
LABOR TO REMOVE		
LABOR TO MODIFY / ADJUST		

⁻⁻ End of Exhibit B --FINAL

EXHIBIT C INCORPORATION OF RFP #10715 AND STATEMENT OF PROPOSAL DOCUMENTS

The County invited submittals for Request for Proposals (RFP) through RFP #10715, FENCE RENTAL & SERVICES FOR WEATHERTECH LAGUNA SECA RACEWAY. STAR SANITATION, LLC. submitted a responsive and responsible proposal to perform the services listed in RFP #10715.

RFP #10715 and the Proposal submitted by STAR SANTIATION, LLC. is hereby incorporated into the Agreement by this reference.

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Attachment C

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AMENDMENT NO. 1 TO STANDARD AGREEMENT BETWEEN COUNTY OF MONTEREY AND STAR SANITATION, LLC

THIS AMENDMENT NO. 1 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Star Sanitation, LLC (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Standard Agreement with County on March 21, 2019, (hereinafter, "Agreement") to provide fence rental and services for the WeatherTech® Raceway at Laguna Seca in the County of Monterey (hereinafter, "services") through March 27, 2024, for an amount not to exceed \$100,000; and

WHEREAS, the County has a continued need for services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, provisions of the Agreement require an update; and

WHEREAS, the Parties wish to amend the Agreement to update the provisions and to increase the amount by \$85,000 for a total amount not to exceed \$185,000 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 Section 3.0, "Scope of Services and Additional Provisions", to add "Exhibit D Addendum to County of Monterey Standard Agreement".
- 2. Amend Paragraph 4.02 of Section 4.0, "Payment Provisions", to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$185,000.

3. Amend the first two (2) sentences of Paragraph 6.02 of Section 6.0, "Invoices", as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 4.0, Payment Provisions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number (MYA#1050*4286), Project name and associated Delivery Order number, and an original hardcopy shall be sent to the Laguna Seca Recreation Area Manager (Manager) not later than thirty (30) days after the completion of services; Manager shall approve invoice upon receipt and transmit to County for payment to Contractor.

Page 1 of 4

4. Amend Section 11.0, "Non-Discrimination", to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code §12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

5. Amend Section 14.0, "Notices" with the following contact information for the County:

Monterey County Laguna Seca Representative Department of Public Works, Facilities, and Parks 1441 Schilling Place, South 2nd Floor Salinas, California, 93901-4527

6. Amend Agreement to revise Section 16.0, "Signature Page", to Section 18.0, "Signature Page". Amend Agreement to add Section 16.0, "Compliance with Applicable Laws", as follows:

16.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, 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.

7. Amend Agreement to add Section 17.0, "Consent to Use of Electronic Signatures", as follows:

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 <u>Counterparts</u>. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable 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.

- 8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
- 9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
- 10. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

COUNTY OF MONTEREY

Date:

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.

CONTRACTOR*

By:		Star Sanitation, LLC
	Monterey County Laguna Seca Representative	Contractor's Business Name
Date:		By: Signature of Manager)
		A Note that the same of the sa
	as to Form	Its: Kertley Waller, Manager
Office of the	he County Counsel	(Print Name and Title)
Leslie J. G	irard, County Counsel	
	DocuSigned by:	Date: 3 - 30 - 2022
By:	Sub I	
,	Leslie J. Girard County Counsel	By: Carrie Beer
		(Signature of Manager)
Date:	9/7/2022 8:09 AM PDT	0
Date.		Its: Carrie Boef, Manager (Print Name and Title)
		(Print Name and Title)
Approved	as to Fiscal Provisions	Date: 8/30/2022
	DocuSigned by:	Date: 8/30/2022
By:	Gary Giboney	<i>I</i> /
	Auditor/Controller	
Date:	9/7/2022 9:10 AM PDT	
Office of the	as to Indemnity and Insurance Provisions ne County Counsel irard, County Counsel	
By:		
ъy.	Danielle P. Mancuso	
	Risk Manager	
	5	

*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 D Addendum to County of Monterey Standard Agreement

The following terms and conditions are hereby incorporated in and made part of that certain County of Monterey Standard Agreement dated March 28, 2019 (the "Agreement"), by and between the <u>County of Monterey</u> ("<u>County</u>") and Star Sanitation, LLC ("<u>Contractor</u>") (the "Addendum"):

- 1. The County and A&D Narigi Consulting, LLC ("LSRA Manager") are parties to that certain Agreement for the Operation and Management of the Laguna Seca Recreational Area, dated January 2020 and executed by the County on November 20, 2019 (the "Management Agreement"), as maybe amended from time to time, whereby LSRA Manager is the County's agent and manages, on behalf of the County, and pursuant to the terms of the Management Agreement, the Laguna Seca Recreational Area (the "LSRA") and the WeatherTech® Raceway Laguna Seca (the "Raceway") located thereon.
- 2. The County, Contractor and LSRA Manager shall be individually referred to herein as "Party" and collectively as "Parties."
- 3. The Parties hereby agree that all Contractor's representations, warranties and covenants in the Agreement shall run to and have been made for the benefit of both County and LSRA Manager.
- 4. Section 8.0 INDEMNIFICATION: Section 8.0 shall be deleted in its entirety and the following inserted in its stead:

"8.0 INDEMNIFICATION:

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

5. The third paragraph of Section 9.04 Other Requirements shall be deleted in its entirety and the following inserted instead:

"Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey and the LSRA Manager and their officers, agent, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-

EXHIBIT D Addendum to County of Monterey Standard Agreement

insurance maintained by the County and the LSRA Manager and that the insurance of the Additional Insureds shall not be called upon to contribute to loss covered by the CONTRACTOR'S insurance. CONTRACTOR must submit certificates of coverage and endorsement forms that are acceptable to the County Counsel-Risk Manager."

6. Section 14 NOTICES is hereby amended by adding LSRA Manager's information as follows:

FOR LSRA MANAGER:

John Narigi President & General Manager 1021 Monterey Salinas Hwy Salinas, CA 93908 831-242-8201

- 7. All capitalized terms not defined herein this Addendum shall have the meaning as defined in the Agreement.
- 8. Should any portion of this Addendum conflict with the language contained in the Agreement, the Addendum shall take precedence.

Attachment D

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ATTACHMENT C - SUMMARY OF STANDARD AGREEMENTS ANNUAL EXPENDITURES AND BALANCE

Star Sanitation, LLC (Multi-Year Agreement #1050*4286)

Fiscal Year (FY) (July 1 – June 30)	SA Beginning Balance	SA Additions	SA Expenditures	SA Ending Balance
FY 2019 – 2020	\$100,000	\$0	\$42,162	\$57,838
FY 2020 – 2021	\$57,838	\$0	\$21,746	\$36,092
FY 2021 – 2022	\$36,092	\$0	\$35,219	\$873
FY 2022 - 2023	\$873	\$85,000 Pending BOS Approval	\$0	\$873 (through 7/20/22)
Total	N/A	\$85,000 (pending BOS Approval)	\$99,127	N/A

^{*}Note: Amounts have been rounded to the nearest dollar.

Page 1 of 1 **852**

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Monterey County

Item No.26

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

September 20, 2022

Board Report

Legistar File Number: A 22-494

Introduced: 9/6/2022 Current Status: Public Works, Facilities &

Parks - Consent

Version: 1 Matter Type: BoS Agreement

Approve and Authorize the Public Works, Facilities, and Parks Director to execute an Agreement for a Temporary Construction Easement between the County of Monterey and Melanie S. Wong, Successor Trustee of the William H. Wong and Ruth J. Wong Trust and Lancelot L. Dong, Co-Manager of Dong Family Enterprises, LLC, doing business as Sanborn Medical Center, Property Owner(s) at 323 N. Sanborn, California, also referenced as Assessor's Parcel Number 004-601-027, for a Temporary Construction Easement for the construction of the 331 Sanborn Alisal Integrated Health Center, Project No. 1701.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and Authorize the Public Works, Facilities, and Parks Director to execute an Agreement for a Temporary Construction Easement between the County of Monterey and Melanie S. Wong, Successor Trustee of the William H. Wong and Ruth J. Wong Trust and Lancelot L. Dong, Co-Manager of Dong Family Enterprises, LLC, doing business as Sanborn Medical Center, Property Owner(s) at 323 N. Sanborn, California, also referenced as Assessor's Parcel Number 004-601-027, for a Temporary Construction Easement for the construction of the 331 Sanborn Alisal Integrated Health Center, Project No. 1701.

SUMMARY/DISCUSSION:

The Alisal Integrated Health Center, Project No. 1701 (Project), is located at 331 North Sanborn Road, Salinas, California (County Property). Construction of the Project commenced in March of 2022 and generally consists of a new 19,300 square foot two-story clinic and related site work, infrastructure, and furnishing.

As included in the development of the Project, a new bioswale is required to be constructed along the Southern property line of the County Property which the Project is located. The bioswale will have a new six (6) foot concrete deepened curb parallel with the property line, spanning approximately one hundred forty (140) feet.

To complete construction of this bioswale, the County will need to encroach approximately three (3) feet into the adjacent neighboring property, 323 North Sanborn Road, Salinas California, (Sanborn Medical Center Property), to temporarily relocate the construction fence on to the Sanborn Medical Center Property, as proposed conceptually on Attachment B. The duration of the encroachment onto the Sanborn Medical Center Property will be twenty-one (21) business days.

The Temporary Construction Easement Agreement (Agreement) will allow the County ingress and egress to the Sanborn Medical Center Property to complete the above referenced required bioswale construction. The County will restripe the Sanborn Medical Center Property parking lot stalls with new paint and install new permanent asphalt curb against the property line between the County Property and the Dong Property as compensation. The County will reimburse the Sanborn Medical Center property owner(s) up to fifteen hundred dollars (\$1,500) for legal fees incurred from review of the Agreement.

The assigned County Project Manager has met onsite with the Sanborn Medical Center property owner representatives to review scope of work and the Agreement. The Sanborn Medical Center property owner(s) have agreed to terms of the Agreement (Attachment C). Approval of the Agreement will allow construction of the Project and installation of the bioswale to continue on schedule.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management has reviewed and approved the Agreement as to form and as to insurance and indemnity provisions.

FINANCING:

The Board Report and Agreement was developed by the PWFP Department staff funded as part of the FY2022-23 PWFP Adopted Budget, General Fund 001, Facilities Appropriation Unit PFP054. The County will reimburse the Sanborn Medical Center property owner(s) up to fifteen hundred dollars (\$1,500.00) for legal fees incurred from review of the Agreement from the available Alisal Integrated Health Center Project No. 1701 project budget of Fund 404 under program code 404-8564-4067.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

If approved, this action supports the Board of Supervisors' Strategic Initiatives for infrastructure and public safety. The Project is an important development for local mental health services, approval of the Agreement will ensure construction continues on schedule. The installation of the bioswale is critical to concentrate and convey stormwater runoff while removing debris and pollution.

Economic Development
Administration
Health & Human Services
Infrastructure
Public Safety

Prepared by: Ivo Basor, PWFP-Management Analyst II, (831) 796-6427

Reviewed by: George K. Salcido, PWFP-Real Property Specialist

Reviewed by: Florence Kabwasa-Green, PWFP-Capital Improvements Manager

Reviewed by: Lindsay Lerable, PWFP-Chief of Facilities

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

Attachments:

Attachment A - Location Map

Attachment B - Proposed Conceptual Drawing and Plan

Attachment C - Temporary Construction Easement Agreement



Monterey County

Item No.

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

September 20, 2022

Board Report

Legistar File Number: A 22-494

Introduced:9/6/2022Current Status:Agenda ReadyVersion:1Matter Type:BoS Agreement

Approve and Authorize the Public Works, Facilities, and Parks Director to execute an Agreement for a Temporary Construction Easement between the County of Monterey and Melanie S. Wong, Successor Trustee of the William H. Wong and Ruth J. Wong Trust and Lancelot L. Dong, Co-Manager of Dong Family Enterprises, LLC, doing business as Sanborn Medical Center, Property Owner(s) at 323 N. Sanborn, California, also referenced as Assessor's Parcel Number 004-601-027, for a Temporary Construction Easement for the construction of the 331 Sanborn Alisal Integrated Health Center, Project No. 1701.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve and Authorize the Public Works, Facilities, and Parks Director to execute an Agreement for a Temporary Construction Easement between the County of Monterey and Melanie S. Wong, Successor Trustee of the William H. Wong and Ruth J. Wong Trust and Lancelot L. Dong, Co-Manager of Dong Family Enterprises, LLC, doing business as Sanborn Medical Center, Property Owner(s) at 323 N. Sanborn, California, also referenced as Assessor's Parcel Number 004-601-027, for a Temporary Construction Easement for the construction of the 331 Sanborn Alisal Integrated Health Center, Project No. 1701.

SUMMARY/DISCUSSION:

The Alisal Integrated Health Center, Project No. 1701 (Project), is located at 331 North Sanborn Road, Salinas, California (County Property). Construction of the Project commenced in March of 2022 and generally consists of a new 19,300 square foot two-story clinic and related site work, infrastructure, and furnishing.

As included in the development of the Project, a new bioswale is required to be constructed along the Southern property line of the County Property which the Project is located. The bioswale will have a new six (6) foot concrete deepened curb parallel with the property line, spanning approximately one hundred forty (140) feet.

To complete construction of this bioswale, the County will need to encroach approximately three (3) feet into the adjacent neighboring property, 323 North Sanborn Road, Salinas California, (Sanborn Medical Center Property), to temporarily relocate the construction fence on to the Sanborn Medical Center Property, as proposed conceptually on Attachment B. The duration of the encroachment onto the Sanborn Medical Center Property will be twenty-one (21) business days.

Legistar File Number: A 22-494

The Temporary Construction Easement Agreement (Agreement) will allow the County ingress and egress to the Sanborn Medical Center Property to complete the above referenced required bioswale construction. The County will restripe the Sanborn Medical Center Property parking lot stalls with new paint and install new permanent asphalt curb against the property line between the County Property and the Dong Property as compensation. The County will reimburse the Sanborn Medical Center property owner(s) up to fifteen hundred dollars (\$1,500) for legal fees incurred from review of the Agreement.

The assigned County Project Manager has met onsite with the Sanborn Medical Center property owner representatives to review scope of work and the Agreement. The Sanborn Medical Center property owner(s) have agreed to terms of the Agreement (Attachment C). Approval of the Agreement will allow construction of the Project and installation of the bioswale to continue on schedule.

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel-Risk Management has reviewed and approved the Agreement as to form and as to insurance and indemnity provisions.

FINANCING:

The Board Report and Agreement was developed by the PWFP Department staff funded as part of the FY2022-23 PWFP Adopted Budget, General Fund 001, Facilities Appropriation Unit PFP054. The County will reimburse the Sanborn Medical Center property owner(s) up to fifteen hundred dollars (\$1,500.00) for legal fees incurred from review of the Agreement from the available Alisal Integrated Health Center Project No. 1701 project budget of Fund 404 under program code 404-8564-4067.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

If approved, this action supports the Board of Supervisors' Strategic Initiatives for infrastructure and public safety. The Project is an important development for local mental health services, approval of the Agreement will ensure construction continues on schedule. The installation of the bioswale is critical to concentrate and convey stormwater runoff while removing debris and pollution.

Economic	Devel	lopment
	Economic	Economic Devel

Administration

Health & Human Services

X Infrastructure

X Public Safety

Prepared by: Ivo Basor, PWFP-Management Analyst II, (831) 796-6427

Reviewed by: George K. Salcido, PWFP-Real Property Specialist

Reviewed by: Florence Kabwasa-Green, PWFP-Capital Improvements Manager

Reviewed by: Lindsay Lerable, PWFP-Chief of Facilities

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



Legistar File Number: A 22-494

Attachments:

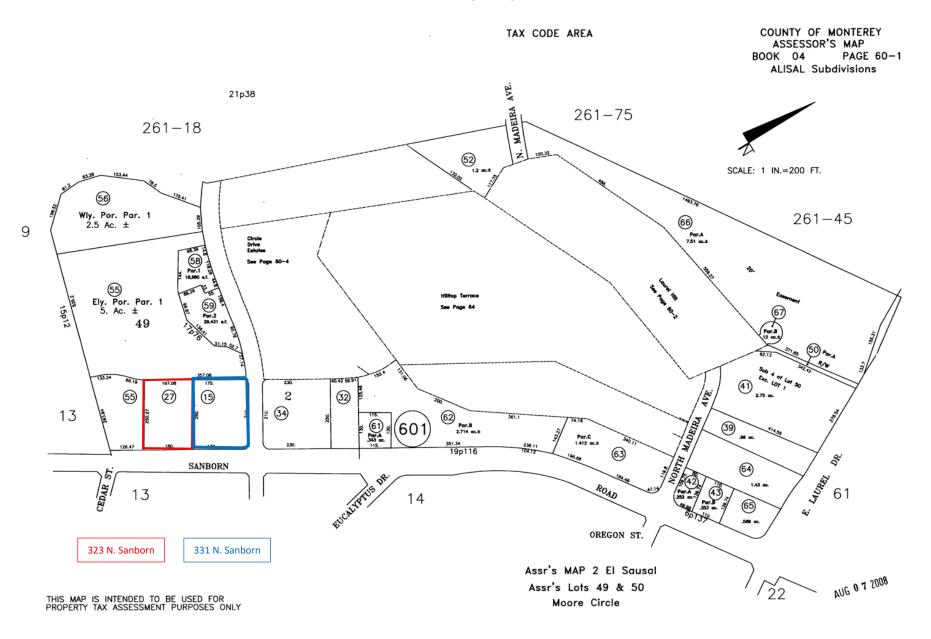
Attachment A - Location Map

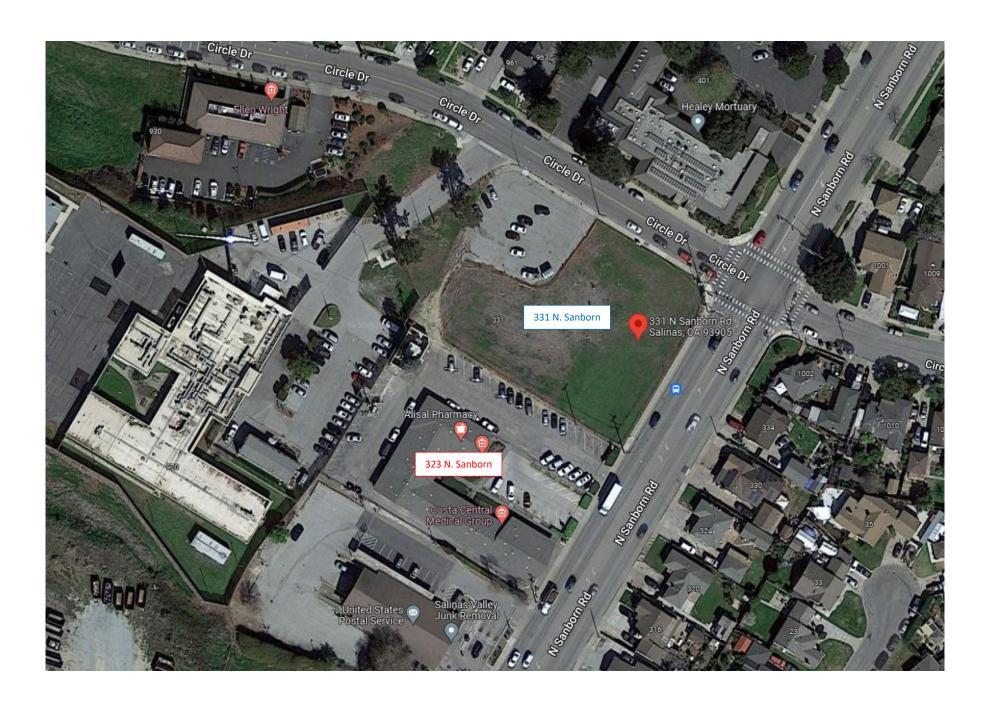
Attachment B - Proposed Conceptual Drawing and Plan

Attachment C - Temporary Construction Easement Agreement

Attachment A

ATTACHMENT A - LOCATION MAP





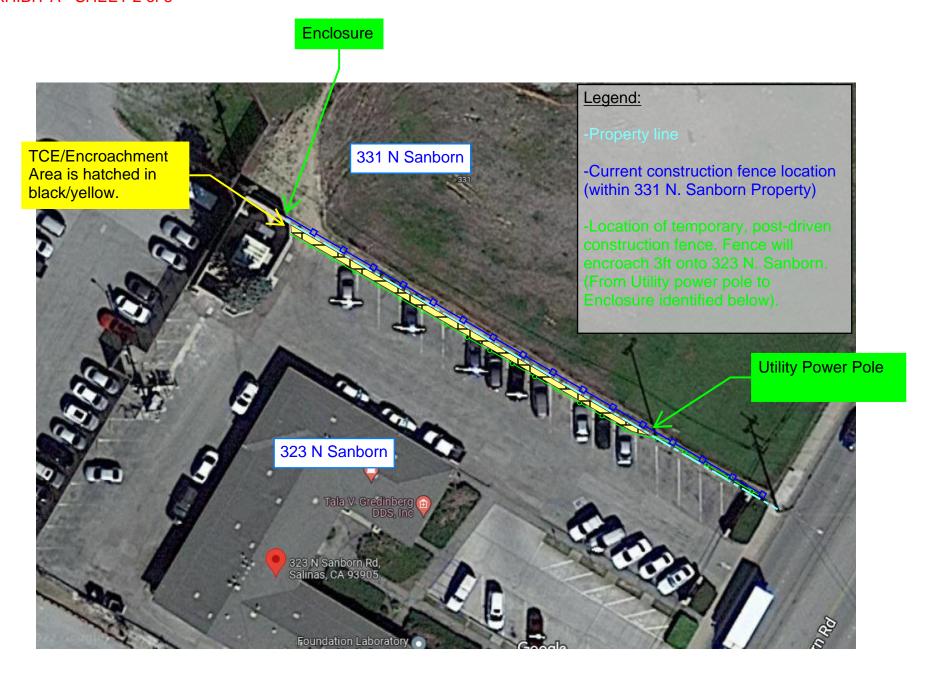
Attachment B

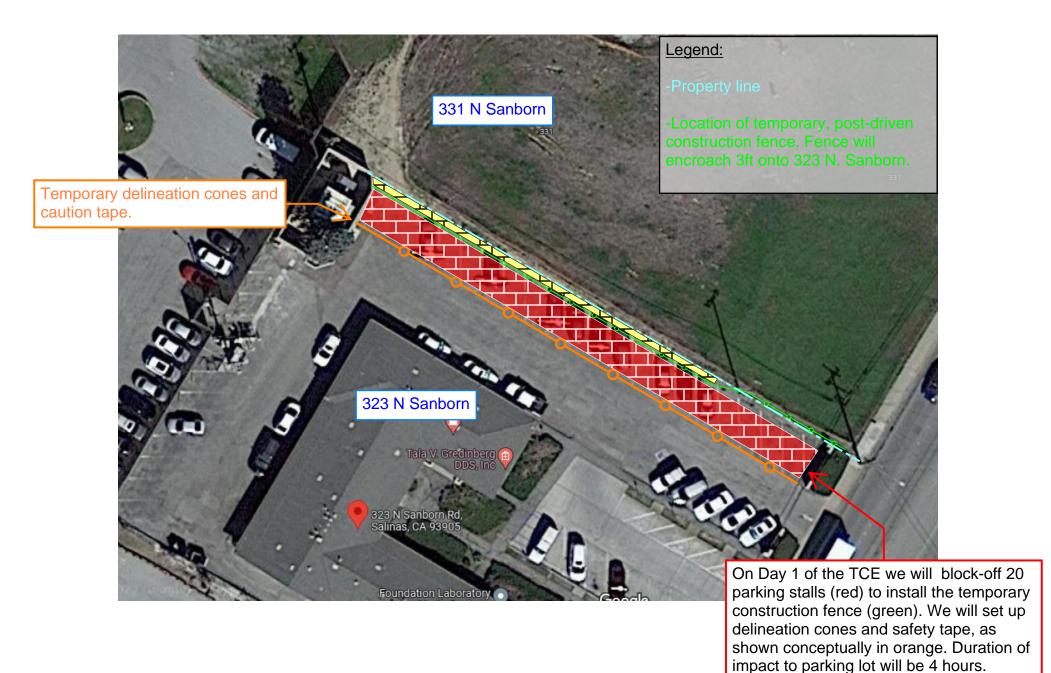
EXHIBIT A

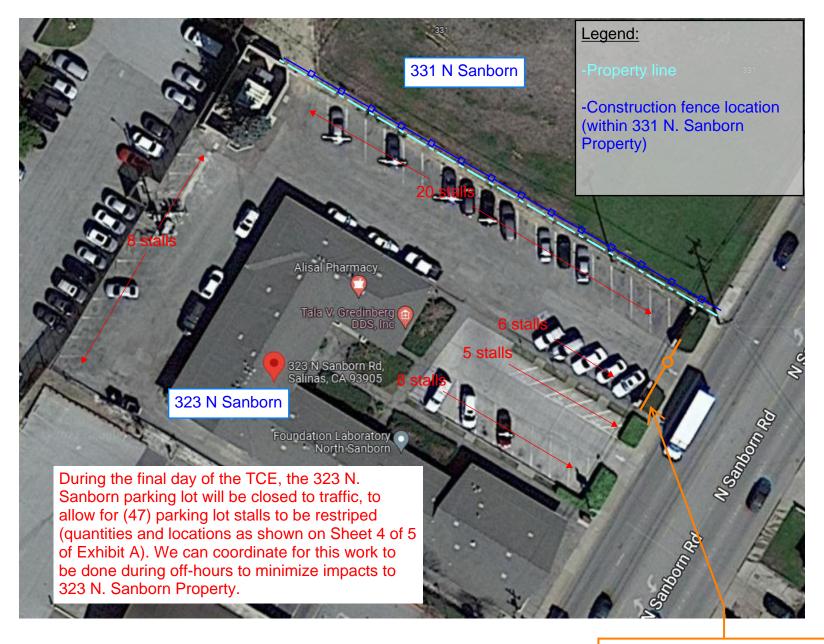
SHEET#	DESCPRIPTION
2	This sheet illustrates the boundaries of the proposed temporary easement/encroachment area within the 323 N. Sanborn property. The construction fence will temporarily be installed at the location outlined in green (3 feet into the 323 N. Sanborn Property).
3	This sheet illustrates what will happen on Day 1 of the TCE. On Day 1 of the TCE, the 323 N. Sanborn property will lose access to 20 parking stalls along the Northern property line, to allow the General Contractor to install the post-driven construction fence. The impact/duration to 323 N. Sanborn will be 4 hours . During this time, the General Contractor will install delineator cones and caution tape, to block-off parking stalls as shown conceptually in Orange.
4	This sheet illustrates what will happen on the final day of the TCE. On the final day of the TCE, the General Contractor will block-off the 323 N. Sanborn parking lot entrance and restripe (47) existing parking stalls with new white paint. This work can be scheduled/coordinated to be completed during non-business hours, to minimize impacts to 323 N. Sanborn property.
5	This sheet conceptually identifies the location where the temporary construction fence will be installed, during the temporary Easement.

Misc. Notes:

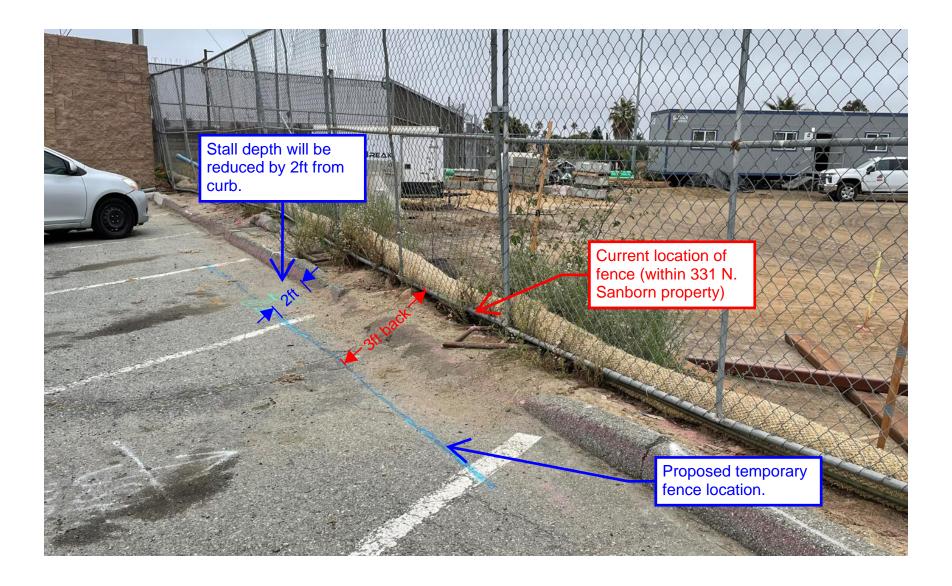
- Between Day 2 through the final day of the temporary construction easement, all construction
 work will be performed on the 331 N. Sanborn side of the Construction fence. During this time,
 the only logistical impact to the 323 N. Sanborn property will be that the parking stall depths (on
 the North side of the property) will be reduced by 2 feet as shown in Sheet 2 and sheet 5 of
 Exhibit A.
- The General Contractor will install 5 temporary parking signs that read "Compact Parking" and
 install them on the temporary Construction fence, to communicate to visitors that parking stall
 depths have been reduced.







Temporary delineation cones and caution tape, blocking-off access to parking lot.



Attachment C

PROJECT NAME: 331 N. SANBORN ALISAL INTEGRATED HEALTH CENTER PROJECT

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN SANBORN MEDICAL CENTER AND COUNTY OF MONTEREY

In consideration of the terms and conditions set forth in this Temporary Construction Easement Agreement (this "Agreement") Melanie S. Wong, Successor Trustee of the William H. Wong and Ruth J. Wong Trust and Lancelot L. Dong, Co-Manager of Dong Family Enterprises, LLC, doing business as Sanborn Medical Center ("GRANTOR") hereby grants and delivers this Agreement to the County of Monterey ("AGENCY") conveying a Temporary Construction Easement (the "TCE") as set forth herein. The term, "GRANTOR" shall include the plural as well as the singular.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

1. Entire Agreement

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the TCE and shall relieve AGENCY of all further obligations or claims on this account.

2. Payment

For payment and compensation, the AGENCY shall restripe the GRANTOR'S entire parking lot's stalls with new paint. In addition, GRANTOR shall receive new permanent asphalt curb against the property line located between the AGENCY's and the GRANTOR'S properties, as a result of this public improvement. AGENCY shall reimburse GRANTOR up to \$1,500.00 (fifteen hundred dollars) for GRANTOR'S legal fees incurred from review of the Agreement.

3. Temporary Construction Easement

GRANTOR grants to AGENCY a TCE over, across and upon that certain real property as shown on Exhibit "A" (the "TCE Area") attached hereto and made a part hereof, for AGENCY'S use with the right of ingress and egress from the TCE Area and the right at all times to enter and use the TCE Area and every part thereof for purposes connected with construction of the proposed public improvement. TCE Period shall be in effect from, _______, 2022 to _______, 2022, for a period of twenty-one (21) days.

- A. The TCE scope of work shall allow AGENCY to temporarily relocate construction fencing to encroach approximately three (3) feet into the GRANTOR'S property. Relocation of the construction fencing shall include fence post drilling within the TCE area which shall be filled and restored. AGENCY shall saw cut approximately one and a half (1.5) feet of asphalt located within the TCE area, which shall be repaired and replaced with a new permanent asphalt curb against the property line located between the AGENCY's and the GRANTOR'S properties.
- B. As part of the TCE, GRANTOR shall permit and allow AGENCY, its agents and/or contractors to enter upon the TCE Area on GRANTOR'S Property during the TCE Period. AGENCY and its agents and/or contractors shall have "Compact car

PROJECT NAME: 331 N. SANBORN ALISAL INTEGRATED HEALTH CENTER PROJECT

parking only" and "No Parking" signs readily available to use during the TCE Period. At least 48 hours advance written notice will be given to Melanie Wong via email at Melanie.Wine@gmail.com, before any entry on the TCE by AGENCY. The TCE becomes valid upon acceptance of this Agreement by AGENCY.

- C. AGENCY agrees upon completion of any of its works performed on the GRANTOR's property hereunder to restore, as near as possible, the surface of the TCE area to the condition in which it was prior to the commencement of the work related to the proposed public improvement.
- D. If GRANTOR sells, conveys or assigns any property interest, encumbered by this Agreement prior to AGENCY exercising the rights granted herein, GRANTOR shall notify the successor or assigner of the rights and obligations of both parties as included herein.
- E. The AGENCY does not have an option to extend this TCE.

4. AGENCY Performed Work

All work done under this Agreement shall conform to all applicable building, fire, parking and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by AGENCY, shall be left in as good condition as found.

5. <u>Indemnification</u>

AGENCY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to AGENCY'S use of the TCE Area and exercise of AGENCY'S rights under this Agreement including any such claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs) or related to AGENCY'S use of the TCE Area and exercise of AGENCY'S rights under this Agreement. The obligations of AGENCY under this clause shall not be applicable to any and all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to GRANTOR'S negligence or willful misconduct. The parties understand and agree that AGENCY'S duty to indemnify, defend and hold harmless GRANTOR shall be effective regarding claims arising from or related to AGENCY'S use of the TCE Area and the exercise of AGENCY'S rights under this Agreement during the term of this TCE Period from 2022, , 2022 for a period of twenty-one (21) days, unless the term of this TCE is extended pursuant to a written Amendment to this TCE.

6. <u>Hazardous Materials</u>

The acquisition price of the TCE Area being acquired in this transaction reflects the fair market value of the TCE Area without the presence of contamination. If the TCE Area being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the AGENCY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall indemnify, defend, save and hold harmless the AGENCY from any and all claims, costs

PROJECT NAME: 331 N. SANBORN ALISAL INTEGRATED HEALTH CENTER PROJECT

and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous materials on the TCE Area, save and except claims, costs and litigation arising through the sole negligence or willful misconduct of the AGENCY, its agents or employees.

7. No Leases

GRANTOR warrants that there are no oral or written leases on all or any portion of the TCE Area exceeding a period of one month and GRANTOR further agrees to hold the AGENCY harmless and reimburse the AGENCY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of owner for a period exceeding one month.

8. Tenant's Consent

If any lessee/tenant interests are identified in Clause 7 herein, as a condition precedent to approval of this Agreement by the AGENCY, a Tenant's Consent or similar releases acknowledging lessee/tenant's possessory rights and consent for AGENCY'S use of TCE Area will be required. GRANTOR agrees to assist AGENCY in securing said Tenant's Consent or similar releases.

9. Release of Claims

GRANTOR, for itself, its agents, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges AGENCY, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including without limitation any claim arising out of or pertaining, directly or indirectly, to the acquisition of the TCE Area described in this Agreement and the construction of any improvements thereon, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

GRANTOR acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to his/her release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, GRANTOR expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

10. Authority to Sign

PROJECT NAME: 331 N. SANBORN ALISAL INTEGRATED HEALTH CENTER PROJECT

Each individual executing this Agreement on behalf of GRANTOR represents and warrants that such individual is duly authorized to convey real property and execute this Agreement on behalf of GRANTOR and that no other signatures or approvals are necessary to transfer and deliver the rights described in this Agreement to AGENCY.

11. Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors, heirs, administrators and assigns.

12. <u>Counterpart Signature</u>

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one Agreement.

13. Acceptance of AGENCY

This Agreement is subject to acceptance by the AGENCY and shall have no force or effect unless so accepted.

14. Specific Performance and Other Remedies

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

15. No Recording

It is agreed that this Agreement shall <u>not</u> be placed on the public record with the Recorder of any county in the State of California.

16. No Obligation

The parties understand and agree that no obligation other than as set forth herein will be recognized. As set forth in Section 1. above, the parties understand and agree that the performance of this Agreement constitutes the entire consideration for the TCE and shall relieve AGENCY of all further obligations or claims on this account.

PROJECT NAME: 331 N. SANBORN ALISAL INTEGRATED HEALTH CENTER PROJECT

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

GRANTEE:	GRANTOR:
COUNTY OF MONTEREY	MELANIE S. WONG, SUCCESSOR TRUSTEE OF THE WILLIAM H. WONG AND RUTH J. WONG TRUST AND LANCELOT L. DONG, CO-MANAGER OF DONG FAMILY ENTERPRISES LLC, DBA SANBORN MEDICAL CENTER
	DocuSigned by:
By:	By: Melanie S. Wong
Title: Director of Public Works, Facilities, and Parks	Title: Successor Trustee (Chair, President, or Vice President)
Date:	Date: 9/2/2022 11:54 PM PDT
Approved as to form: Office of the County Counsel-Risk Manageme Leslie J. Girard, County Counsel	ent & By: Fince of Jong
By: Many Grace Perry	Title: LLC Manager
Mary Grace Perry Deputy County Counsel	(Sec. Asst. Sec., Treas., Asst. Treas., or CFO)
Date: 9/6/2022 10:38 AM PDT	Date: 9/3/2022 6:13 AM PDT



Monterey County

Item No.27

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

September 20, 2022

Board Report

Legistar File Number: RES 22-174

Introduced: 9/13/2022 Current Status: Public Works, Facilities &

Parks - Consent

Version: 1 Matter Type: BoS Resolution

Adopt a Resolution to:

a. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 - Appropriation Unit PFP004 to reallocate one (1) Civil Engineer to one (1) Capital Improvement Manager as indicated in Attachment A;

- b. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 Appropriation Unit PFP004 to reallocate one (1) Assistant Engineer to one (1) Engineering Technician as indicated in Attachment A; and
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the Fiscal Year (FY) 2022-23 Adopted Budget.

..Report

RECOMMENDATION:

It is recommended the Board of Supervisors adopt a Resolution to:

- a. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 Appropriation Unit PFP004 to reallocate one (1) Civil Engineer to one (1) Capital Improvement Manager as indicated in Attachment A;
- b. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 Appropriation Unit PFP004 to reallocate one (1) Assistant Engineer to one (1) Engineering Technician as indicated in Attachment A; and
- c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the Fiscal Year (FY) 2022-23 Adopted Budget.

SUMMARY/DISCUSSION:

Relatively recent approvals to increase the State Gas Tax and adoption of the local self-help tax Measure X for funding road purposes have resulted in increased revenues to the County. These revenue sources can only be used for road system infrastructure repair and improvement projects; therefore, these revenues are placed in the County's Road Fund, which is a restricted Special Revenue fund and only available for road system infrastructure repair and improvement projects. With the increased revenue, the County Road Fund balance has increased. The existing PWFP Road/Bridge Project staffing is at capacity and delivering the maximum number of road infrastructure projects given available staffing. Therefore, there are no staff resources available to handle additional road projects. The PWFP team also uses consultants to assist with project delivery, but consultant resources must also be managed by PWFP staff.

To increase delivery of road-related capital projects, the adopted FY 2022-23 budget included, among other positions, two (2) new Assistant Engineer positions and two (2) new Civil Engineer

positions. Upon further review of the PWFP Engineering organization, PWFP has determined that it will be more effective to have a different set of engineering classifications, to consist of one each of the following: Capital Improvement Manager, Civil Engineer, Assistant Engineer and Engineering Technician. This will allow creation of a new work group within the

Engineering Team to implement specialized road repair projects. Therefore, PWFP requests reallocation of one (1) existing authorized Civil Engineer position to a management position, which will have supervisory authority and responsibility for the new work group. PWFP also requests reallocation of one (1) existing authorized Assistant Engineer position to an Engineering Technician position to best align with department needs. The existing positions are currently vacant. Together, these two requests result in a net decrease in cost as compared to the authorized Civil Engineer and Assistant Engineer positions. The new set of positions will increase PWFP's ability to more effectively use the available Road Fund balance to deliver more road system repair and improvement projects. OTHER AGENCY INVOLVEMENT:

The Human Resources Department has reviewed and concurred with the recommended position reallocations. The Budget Committee supported the recommended actions at its August 31, 2022 meeting.

FINANCING:

The recommended position reallocations will result in net *savings* in salary and benefits in Fund 002, Unit 8558, Appropriation Unit PFP004 of approximately \$45,700 in FY 2022-23, compared to the existing budgeted positions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This item supports the Board's efforts to provide adequate infrastructure by ensuring the County has appropriate resources to deliver road repair and rehabilitation projects.

Economic Development	
Administration	
Health & Human Service	es
X Infrastructure	
Public Safety	

Prepared by: Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks
Reviewed by: Jessica Cordiero-Martinez, Finance Manager III, Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:

Attachment A - Position Reallocations Summary

Attachment B - Resolution



Monterey County

Item No.

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

September 20, 2022

Current Status: Agenda Ready

Matter Type: BoS Resolution

Board Report

Legistar File Number: RES 22-174

Adopt a Resolution to:

Introduced: 9/13/2022

Version: 1

a. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 - Appropriation Unit PFP004 to reallocate one (1) Civil Engineer to one (1) Capital Improvement Manager as indicated in Attachment A;

b. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 - Appropriation Unit PFP004 to reallocate one (1) Assistant Engineer to one (1) Engineering Technician as indicated in Attachment A; and

c. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the Fiscal Year (FY) 2022-23 Adopted Budget.

RECOMMENDATION:

It is recommended the Board of Supervisors adopt a Resolution to:

- a. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 Appropriation Unit PFP004 to reallocate one (1) Civil Engineer to one (1) Capital Improvement Manager as indicated in Attachment A;
- b. Amend the Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 Appropriation Unit PFP004 to reallocate one (1) Assistant Engineer to one (1) Engineering Technician as indicated in Attachment A; and
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SUMMARY/DISCUSSION:

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To increase delivery of road-related capital projects, the adopted FY 2022-23 budget included, among other positions, two (2) new Assistant Engineer positions and two (2) new Civil Engineer positions. Upon further review of the PWFP Engineering organization, PWFP has determined

Legistar File Number: RES 22-174

that it will be more effective to have a different set of engineering classifications, to consist of one each of the following: Capital Improvement Manager, Civil Engineer, Assistant Engineer and Engineering Technician. This will allow creation of a new work group within the Engineering Team to implement specialized road repair projects. Therefore, PWFP requests reallocation of one (1) existing authorized Civil Engineer position to a management position, which will have supervisory authority and responsibility for the new work group. PWFP also requests reallocation of one (1) existing authorized Assistant Engineer position to an Engineering Technician position to best align with department needs. The existing positions are currently vacant. Together, these two requests result in a net decrease in cost as compared to the authorized Civil Engineer and Assistant Engineer positions. The new set of positions will increase PWFP's ability to more effectively use the available Road Fund balance to deliver more road system repair and improvement projects.

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FINANCING:

The recommended position reallocations will result in net *savings* in salary and benefits in Fund 002, Unit 8558, Appropriation Unit PFP004 of approximately \$45,700 in FY 2022-23, compared to the existing budgeted positions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This item supports the Board's efforts to provide adequate infrastructure by ensuring the County has appropriate resources to deliver road repair and rehabilitation projects.

Econom	ic Development
Adminis	stration
Health &	& Human Services
X Infrastru	icture
Public S	Safety

Prepared by: Tom Bonigut, PE, Assistant Director of Public Works, Facilities and Parks

Reviewed by: Jessica Cordiero-Martinez, Finance Manager III, Public Works, Facilities and Parks

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



Attachments:

Attachment A - Position Reallocations Summary

Attachment B - Resolution

Attachment A

ATTACHMENT A

Reallocate Positions

Public Works, Facilities and Parks

Fund 002 – Budget Unit 8558 – Appropriation Unit PFP004

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	41A20	Civil Engineer	0004	(1.0)	3.0
То	14K48	Capital Improvement Manager	0001	1.0	1.0
From	41A10	Assistant Engineer	0010	(1.0)	9.0
To	43A23	Engineering Technician	0007	1.0	7.0

Attachment B

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

Resolution No.:

Adopt a Resolution to:)
a. Reallocate a position in Public Works, Facilities and Parks (PWFP) Fund 002, Unit)
8558 - Appropriation Unit PFP004 from one (1) Civil Engineer to one (1) Capital)
Improvement Manager;)
b. Reallocate a position in PWFP Fund 002, Unit 8558 - Appropriation Unit PFP004)
from one (1) Assistant Engineer to one (1) Engineering Technician; and)
c. Direct the County Administrative Office and the Auditor-Controller to incorporate)
the approved position changes in the Fiscal Year (FY) 2022-23 Adopted Budget.)

WHEREAS, the FY 2022-23 Adopted Budget includes new Civil Engineer and Assistant Engineer positions in the Public Works, Facilities and Parks Department (PWFP) to support increased delivery of road repair and rehabilitation projects;

WHEREAS, PWFP has determined that it will be more effective to have a different set of engineering classifications, consisting of a Capital Improvement Manager and Engineering Technician, to supplement existing staff; and

WHEREAS, the new classifications will allow creation of a new work group within the PWFP Engineering Team to implement specialized road repair projects.

NOW, THEREFORE, the Monterey County Board of Supervisors hereby resolved to approve the following:

1. The Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 - Appropriation Unit PFP004 is amended to reallocate one (1) Civil Engineer to one (1) Capital Improvement Manager as indicated below:

Reallocate Position

Public Works, Facilities and Parks Department

Fund 002 – Budget Unit 8558 – Appropriation Unit PFP004

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	41A20	Civil Engineer	0004	(1.0)	3.0
То	14K48	Capital Improvement Manager	0001	1.0	1.0

2. The Public Works, Facilities and Parks Department (PWFP) Fund 002, Budget Unit 8558 - Appropriation Unit PFP004 is amended to reallocate one (1) Assistant Engineer to one (1) Engineering Technician as indicated below:

Reallocate Position

Public Works, Facilities and Parks Department

Fund 002 – Budget Unit 8558 – Appropriation Unit PFP004

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
From	41A10	Assistant Engineer	0010	(1.0)	9.0
То	43A23	Engineering Technician	0007	1.0	7.0

3. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the Fiscal Year (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	ng vote, to wit:
AYES:			
NOES:			
ABSENT:			
I, Valerie Ralph, Clerk of the Board of Supercertify that the foregoing is a true copy of an and entered in the minutes thereof Minute Bo	original resoluti	on of said Board of Supervisor	
Dated:	Valerie Ralph	n, Clerk of the Board of Superviso	rs
File Number:	County of Mo	onterey, State of California	
	Ву		

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

Resolution No.:

Adopt a Resolution to:)
a. Reallocate a position in Public Works, Facilities and Parks (PWFP) Fund 002, Unit)
8558 - Appropriation Unit PFP004 from one (1) Civil Engineer to one (1) Capital)
Improvement Manager;)
b. Reallocate a position in PWFP Fund 002, Unit 8558 - Appropriation Unit PFP004)
from one (1) Assistant Engineer to one (1) Engineering Technician; and)
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Fund 002 – Budget Unit 8558 – Appropriation Unit PFP004

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Reallocate Position

Public Works, Facilities and Parks Department

Fund 002 – Budget Unit 8558 – Appropriation Unit PFP004

	Class Code	Position Title	Position Number	Position Increase/ Decrease	Revised Total FTE
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3. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the Fiscal Year (FY) 2022-23 Adopted Budget and the Human Resources Department to implement the changes in the Advantage HRM system.

PASSED AND ADOPTED on this da	y of2022, by the following vote, to wit:
AYES:	
NOES:	
ABSENT:	
certify that the foregoing is a true copy of an ori	sors of the County of Monterey, State of California, hereby ginal resolution of said Board of Supervisors duly made
Dated: File Number:	Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California
	By



Monterey County

Item No.28

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

September 20, 2022

Board Report

Legistar File Number: 22-903

Version: 1

Current Status: Agenda Ready

Matter Type: General Agenda Item

Addenda/Supplemental

Attachment Added

Introduced: 9/16/2022

24. Approve the Board of Supervisors of the Monterey County Draft Action Meeting Minutes for the following meeting date: Tuesday, September 13, 2022.

Added Under General Government - Consent

24.1. Approve an amendment to the South Salinas Valley Broadband Authority Joint Powers Agreement to facilitate the Authority's ability to execute a contract with the Golden State Connect Authority.