

# 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:  
Seneca Family of Agencies

\_\_\_\_\_ (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 to be provided are generally described as follows:  
Development of a Crisis Stabilization unit, Crisis Residential Program, and Enhanced Short Term Residential Therapeutic Program funded by the CCCPP grant funds as part of the Children's Crisis Continuum Pilot Program in Monterey County.

**2.0 PAYMENT PROVISIONS:**

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ \$3,546,446

**3.0**

**TERM OF AGREEMENT:**

**3.01** The term of this Agreement is from 7/1/2024 to 6/30/2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

**3.02** The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:**

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

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** Exhibit C, Exhibit D, Exhibit E, Exhibit F

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## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

## 8.0 INDEMNIFICATION:

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

## 9.0 INSURANCE REQUIREMENTS:

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

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

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

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

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Auto Liability Coverage:** must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers' Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

**9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Additional Insured Status:**

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**Primary Coverage:**

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

**Waiver of Subrogation:**

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County,

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to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## 11.0 **NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**14.0 INDEPENDENT CONTRACTOR:**

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR’s failure to pay such taxes.

**15.0 NOTICES:**

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

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Elsa M. Jimenez, MPH, Director of Health Services	Leticia Galyean, President/Chief Executive Officer
Name and Title	Name and Title
1270 Natividad Road Salinas, CA 93906	8945 Golf Links Road, Oakland, CA 94605
Address	Address
(831) 755-4526	(510) 760-6858
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.

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- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

### 17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

### 17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 SIGNATURE PAGE.

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

**COUNTY OF MONTEREY**

**CONTRACTOR**

Seneca Family of Agencies

By: DocuSigned by:  
Debra R. Wilson  
78741937A4DD418  
Contracts/Purchasing Officer  
Date: 10/26/2024 | 5:44 AM PDT

By: DocuSigned by:  
Leticia Galyean  
F9DD5050FAAC437  
Contractor/Business Name \*  
(Signature of Chair, President, or Vice-President)  
Leticia Galyean, President/Chief Executive Officer

By: \_\_\_\_\_  
Date: Department Head (if applicable)

Date: Name and Title  
10/22/2024 | 2:18 PM PDT

Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blich, County Counsel

By: DocuSigned by:  
Kevin Serrano  
CF484EA4829E485...  
County Counsel  
Date: 10/25/2024 | 1:44 PM PDT

By: DocuSigned by:  
Stacie Scott  
A2A200808D10443...  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or  
Asst. Treasurer)

Stacie Scott, Chief Financial Officer

Approved as to Fiscal Provisions  
By: DocuSigned by:  
Jennifer Forsyth  
4E7E6637E6446E  
Auditor/Controller  
Date: 10/25/2024 | 4:08 PM PDT

Date: Name and Title  
9/30/2024 | 10:44 AM PDT

Approved as to Liability Provisions  
Office of the County Counsel-Risk Management

By: \_\_\_\_\_  
Date: David Bolton, Risk Manager

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup> Approval by County Counsel is required

<sup>2</sup> Approval by Auditor-Controller is required

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

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## **EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS**

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### **Children’s Crisis Continuum Pilot Program Start-Up: Crisis Stabilization Unit, Children’s Crisis Residential Program, and Enhanced Short Term Residential Therapeutic Program**

#### **RECITALS**

WHEREAS, the COUNTY was awarded a Children’s Crisis Continuum Pilot Program grant (“CCCPP”) through the California Department of Social Services, in partnership with the State Department of Health Care Services, to develop a crisis continuum of services that permits for the seamless transition between placement settings and program for the appropriate treatment of foster youth in the amount of \$3,650,000, for the grant period July 1, 2023 through June 30, 2028.

WHEREAS, the COUNTY executed Grant Agreement Number ALLOC-23-0004, attached herein as Exhibit C, accepting a CCCPP grant to develop a children’s crisis continuum of services, on June 19, 2024.

NOW THEREFORE, the purpose of this Agreement is to set forth the terms and conditions under which the COUNTY and CONTRACTOR will collaborate on the development of a Crisis Stabilization unit, Crisis Residential Program, and Enhanced Short Term Residential Therapeutic Program funded by the CCCPP grant funds as part of the Children’s Crisis Continuum Pilot Program in Monterey County.

#### **I. PERIOD OF PERFORMANCE**

Subject to other Agreement provisions, the period of performance under this Agreement shall be from **July 1, 2024 through June 30, 2028**.

#### **II. PURPOSE**

The purpose of the Children’s Crisis Continuum Pilot Program (CCCPP) grant is to develop, implement, and provide integrated crisis programming that strengthens the continuum of services available to Monterey County foster youth. The pilot program’s intention is to address gaps in the continuum of crisis care, including services and placements, so that behavioral, developmental, and physical health needs of foster youth are better met. In Monterey County, the most significant gaps are in crisis stabilization units, crisis residential treatment settings, and intensive home-based placement options.

As such, the purpose of this agreement is for CONTRACTOR to develop and oversee a four (4) bed Crisis Stabilization Unit (CSU), a four (4) bed Children’s Crisis Residential Program (CCRP), and two (2) bed Enhanced Short-Term Residential Therapeutic Program (E-STRTPs).

These will be in addition to the existing continuum of crisis services and placement currently available to foster youth in Monterey County, which currently includes Wraparound services, Mobile Response Team (MRT) and Family Urgent System (FURS), Intensive Services Foster Care (ISFC) homes, and Enhanced-ISFC (E-ISFC) homes.

These programs are intended to seamlessly integrate with the other continuum services already available for Monterey County foster youth in order to stabilize foster youth, minimize placement disruptions and unnecessary psychiatric hospitalization, and improve safety and well-being outcomes.

### **III. SCOPE OF WORK**

A. CONTRACTOR shall perform all work necessary to establish, develop, and start up a four (4) bed Crisis Stabilization Unit (CSU), a four (4) bed Children’s Crisis Residential Program (CCRP), and a two (2) bed Enhanced Short-Term Residential Therapeutic Program (E-STRTPs). Development and start-up activities for the purpose of this agreement include the below. This is not inclusive of any direct service provision.

#### **1. Crisis Stabilization Unit (CSU)**

- a. CONTRACTOR shall establish, develop, and start up a four (4) bed CSU that will provide mental health services for children and youth under 18 years of age. The CSU will provide time-limited services designed to support an individual’s stable return to the community within the 23-hour, 59-minute limitation of a CSU for children and youth who present with urgent mental health needs. Activities may include, but are not limited to:
  - i. Renovate existing property at 124 River Road, Salinas CA 93908 to meet the physical needs and specifications of a CSU program.
  - ii. Obtain Medi-Cal site certification from DHCS for the CSU.
  - iii. Engage in extensive external stakeholder collaboration to ensure proper implementation of the CSU.
  - iv. Develop necessary policies, procedures, and guidelines to support safe and efficient operation of the CSU.
  - v. Hire, onboard and train CSU leadership and support staff.
  - vi. Meet and maintain CSU facility needs and requirements.
  - vii. All other activities necessary to programming for the Crisis Stabilization Unit.
- b. CONTRACTOR may use funds to finance eligible program costs necessary for the completion of required activities identified in the CCCPP Methodology Table (Grant Agreement Number ALLOC-23-0004, Exhibit A, Attachment 1 – Methodology Table - Line 2.2-2.4).

#### **2. Children’s Crisis Residential Program (CCRP)**

- a. CONTRACTOR shall establish, develop, and start up a four (4) bed CCRP that will provide mental health services for children and youth under 18 years of age. The CCRP will provide, for a period of up to 15 days, intensive, individualized assessment and diagnostic treatment services for youth who

require therapeutic treatment to stabilize their high-risk behaviors before they are able to step down to home-based care. Activities include, but are not limited to:

- i. Renovate existing property at 124 River Road, Salinas CA 93908 to meet the physical needs and specifications of a CCRP program.
  - ii. Obtain CCL licensure, licensure from CDSS as a CCRP, a MHPA from DHCS and a Medi-Cal site certification for the CCRP.
  - iii. Stakeholder engagement to support the integration of services in the continuum (wraparound teams, CASA, Regional Center, mobile response, ISFC, etc.).
  - iv. Collaboratively design the CCRP referral, intake, and discharge process.
  - v. Design CCRP clinical and medical programming.
  - vi. Hire, onboard and train CCRP leadership, medical, clinical and support staff.
  - vii. Meet and maintain CCRP facility needs and requirements.
  - viii. All other activities necessary to implement programming for the CCRP.
- b. The CCRP shall be licensed as a Short-Term Residential Therapeutic Program (STRTP) by the California Department of Social Services, and shall receive program approval as a Children’s Crisis Residential Program (CCRCP) by the Department of Health Care Services.
- c. CONTRACTOR may use funds to finance eligible program costs necessary for the completion of required activities identified in the CCCPP Methodology Table (Grant Agreement Number ALLOC-23-0004, Exhibit A, Attachment 1 – Methodology Table - Line 3.1-3.3).
3. Enhanced Short-Term Residential Therapeutic Program (E-STRTP)
- a. CONTRACTOR shall establish, develop, and start up a two (2) bed E-STRTP facility that will provide a therapeutic environment for foster youth under 18 years of age. The E-STRTP placement will provide an individualized, home-like environment with round-the-clock staff support for foster youth in need of this elevated level of placement. Activities include, but are not limited to:
    - i. Renovate and restore existing property at 3289-3295 Drew Street, Marina, CA 93933 to meet the physical needs and specifications of two (2) bed E-STRTP facilities.
    - ii. Obtain CCL licensure, licensure from CDSS as a E-STRTP, a MHPA from DHCS and a Medi-Cal site certification for the E-STRTP.
    - iii. Stakeholder engagement to support the integration of services in the continuum (wraparound teams, CASA, Regional Center, mobile response, ISFC, etc.).
    - iv. Collaboratively design the E-STRTP referral, intake, and discharge process.
    - v. Design E-STRTP clinical and medical programming.
    - vi. Hire, onboard and train E-STRTP leadership, medical, clinical and support staff.

- vii. Meet and maintain E-STRTP facility needs and requirements.
    - viii. All other activities necessary to implement programming for the E-STRTP.
  - b. The E-STRTP shall be licensed as such through CDSS and obtain a Community Care License (CCL) through the California Department of Social Services (CDSS). Additionally, it shall seek Mental Health Program Approval (MHPA) from DHCS within twelve (12) months of provisional licensure as an STRTP and obtain Medi-Cal site certification from DHCS.
  - c. CONTRACTOR may use CCCPP grant funds to complete necessary activities identified in the CCCPP Methodology Table (Grant Agreement Number ALLOC-23-0004, Exhibit A, Attachment 1, Methodology Table - Line 4.1-4.3) to finance eligible project costs.
- B. CONTRACTOR shall engage in overarching activities related to the development and implementation of the Children’s Crisis Continuum to ensure the integration of new and existing crisis services, facilities, and placements. These activities include, but are not limited to:
  - a. Design service delivery workflow, processes and procedures between programs to best support Monterey County youth and families.
  - b. Collaboration around and design of the referral and waitlist process and policies.
  - c. Identification of outcome measures.
  - d. Data report design.
  - e. Discharge and step-down collaboration.
  - f. Community stakeholder collaboration.
  - g. Program design and implementation.
  - h. Support pilot implementation through participation in relevant workgroups related to all aspects of project.
- C. CONTRACTOR shall submit monthly invoices to the COUNTY for eligible project cost that meet the requirements as laid out in Exhibit C - Grant Agreement Number ALLOC-23-0004, Exhibit A. Section C. The total invoice amount shall not exceed the total maximum Agreement amount identified in Section VIII Payment Provisions.
  - A. Compensation/Payment.
- D. COUNTY shall not be responsible for costs that exceed the total maximum Agreement amount. Under this Agreement, COUNTY shall not reimburse for direct service provision costs.

**V. REPORTING REQUIREMENTS**

- A. CONTRACTOR shall abide by the reporting requirements in Exhibit C - Grant Agreement Number ALLOC-23-0004, Exhibit A. Section C. Grantee Responsibilities and consistent with the evaluation criteria set forth by the Welfare and Institutions Code (WIC) Section 16555 and any other outcomes reporting that CDSS and DHCS require.

- B. CONTRACTOR shall submit Children’s Crisis Continuum Pilot Program data in a format and within the time frames specified by CDSS. Report data must address how the CONTRACTOR is meeting the objectives of the Children’s Crisis Continuum Pilot Program and shall include, but not be limited to, qualitative and quantitative foster youth-specific information and data, and information that may pertain to the overall continuum pilot, consistent with the evaluation criteria set forth in WIC section 16555, and any other outcomes reporting that the CDSS and the DHCS requires.
- C. CONTRACTOR shall meet and collaborate with COUNTY to develop procedures for data collection.
- D. CONTRACTOR shall maintain and manage records of Children’s Crisis Continuum Pilot Program activities and expenditures in accordance with all applicable state and federal privacy laws.
- E. CONTRACTOR will provide monthly updates to the County regarding progress on workplan timeline.

**VI. MEETING/COMMUNICATIONS**

CONTRACTOR shall monitor the project primarily through regular communication and meetings between the County Behavioral Health Deputy Director of Children’s Services, and/or designee, and CONTRACTOR’s designee(s). CONTRACTOR shall provide updates at project meetings and shall submit reports and information that are in compliance with grant reporting requirements and standard funding restrictions set forth in the CCCPP grant. CONTRACTOR shall participate in regularly scheduled meetings as well as any additionally unscheduled ones as needed.

**VII. DESIGNATED CONTRACT MONITOR**

Marni R. Sandoval, Psy.D.  
Deputy Director, Child and Adolescent Services  
Monterey County Behavioral Health Bureau  
331 North Sanborn Street  
Salinas, CA 93905  
(831) 784-2170

**VIII. PAYMENT PROVISIONS**

**A. COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed **\$3,546,446** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work.



<b>Programs</b>	<b>Total</b>
Crisis Stabilization Unit (CSU)	\$1,264,893
Children’s Crisis Residential Program (CCRP)	\$955,614
Enhanced Short-Term Residential Therapeutic Program (E-STRTP)	\$1,325,939
<b>Grand Total</b>	<b>\$3,546,446</b>

- B. Start up and operation costs under this agreement shall not include reimbursement for direct service provision.
- C. Line-item shifts between programs of up to fifteen percent (15%) of the total are allowable, subject to the prior review and approval of the COUNTY.
- D. Any unspent funds remaining after program development and startup shall be incorporated into the Mental Health Services agreement with CONTRACTOR.
- E. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County’s Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit B – Invoice Form to COUNTY to reach the Monterey County Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service.
- F. CONTRACTOR shall submit via email a monthly claim using Exhibit B – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

[MCHDBHFinance@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

**VI. CONTRACTORS BILLING PROCEDURES**

- A. The 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.
- B. 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 promptly submit such invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.
- C. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty

(20) days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

**VII. 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 liability amount not to exceed **\$3,546,446** for services rendered under this Agreement.
- B. Maximum Liability Amount: **\$3,546,446**

**(The remainder of this page is intentionally left blank)**

## EXHIBIT B: MONTEREY COUNTY BEHAVIORAL HEALTH INVOICE FORM

**EXHIBIT B: COST REIMBURSEMENT INVOICE FORM**

Contractor : \_\_\_\_\_  
 Address Line 1 : \_\_\_\_\_  
 Address Line 2 : \_\_\_\_\_  
 Tel. No.: \_\_\_\_\_  
 Fax No.: \_\_\_\_\_  
 Contract Term: \_\_\_\_\_  
 BH Division : \_\_\_\_\_

Description	Budget Amount	Dollar Amount Requested this Period	Dollar Amount Requested as of Last Period	Dollar Amount Requested to Date
Crisis Stabilization Unit (CSU)	\$ 1,264,893.00			\$ -
Children's Crisis Residential Program (CCRP)	\$ 955,614.00			\$ -
Enhanced Short-Term Residential Therapeutic Program (E-STRTP)	\$ 1,325,939.00			\$ -
<b>Total</b>	<b>\$ 3,546,446.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justice; the

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

Send to:	<a href="mailto:MCIDBIFinance@co.monterey.ca.us">MCIDBIFinance@co.monterey.ca.us</a>
	Behavioral Health Claims Section

# Exhibit C: Grant Agreement Number ALLOC-23-0004

State of California – Health and Human Services Agency

California Department of Social Services

## STANDARD AGREEMENT

GRANT AGREEMENT NUMBER  
ALLOC-23-0004

GRANT  (NEW)  (AMENDED)

1. This Agreement is entered between the State Agency and the Grantee named below:

State Agency's Name  
California Department of Social Services  
Grantee's Name  
County of Monterey

2. The term of this Agreement is:

Start Date July 1, 2023	Through End Date June 30, 2028
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3. The maximum amount of this Agreement is: \$3,650,000

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work (SOW)	11
Exhibit A-1	Final Work Plan	20
Exhibit A-2		
Exhibit A-3		
Exhibit A-4		
Exhibit B	Budget Detail	3
Exhibit B-1	Budget Table	3
Exhibit B-2	Budget Narrative	5
Exhibit B-3		
Exhibit B-4		
Exhibit C	General Terms and Conditions	4
Exhibit C-1	Attachment I - Grantee Certification Clauses	5
Exhibit C-2		
Exhibit D	Special Terms and Conditions	4
Exhibit D-1		
Exhibit D-2		
Exhibit E		
Exhibit E-1		
Exhibit E-2		

Exhibits	Title	Pages
Exhibit F		
Exhibit F-1		
Exhibit F-2		
Exhibit G		
Exhibit G-1		
Exhibit G-2		
Exhibit H		
Exhibit H-1		
Exhibit H-2		
Exhibit I		
Exhibit I-1		
Exhibit I-2		

**Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**

**These documents can be viewed at** <https://www.dgs.ca.gov/OLS/Resources>

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**GRANTEE**

Grantee's Name (if other than an individual, state whether a corporation, partnership, etc.)

County of Monterey

Grantee's Business Address

1270 Natividad Road

City

Salinas, CA 93906

State

Zip

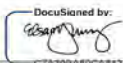
Printed Name Of Person Signing

Elsa Mendoza Jimenez

Title

Director of Health Services

Grantee Authorized Signature

DocuSigned by:  


Date Signed

6/13/2024 | 8:59 AM PDT

**STATE OF CALIFORNIA**

Agency Name

California Department of Social Services

Agency Business Address

744 P St

City

Sacramento, CA 95814

State

Zip

Printed Name Of Person Signing

Angie Schwartz

Title

Deputy Director

Agency Authorized Signature

  
Angie Schwartz (Jun 19, 2024 11:01 PDT)

Date Signed

Jun 19, 2024

Exemption or Other (If applicable)

**EXHIBIT A  
(Grant Agreement)****SCOPE OF WORK****A. BACKGROUND AND PURPOSE**

The System of Care (SOC) provides the statutory and policy framework to ensure that services and supports provided to foster youth and their families are tailored towards the goal of achieving permanency in a stable, nurturing, and permanent family. In the years since implementing the Continuum of Care Reform through Assembly Bill (AB) 403 (Chapter 773, Statutes of 2015) and Senate Bill (SB) 794 (Chapter 425, Statutes of 2015), California has made clear and impactful progress in developing alternative, therapeutic, family-based placement options for foster youth. Assembly Bill (AB) 2083 (Chapter 815, Statutes of 2018) built upon SOC efforts by promoting a coordinated, timely, and trauma-informed system-of-care approach for children and youth in foster care who have experienced severe trauma.

Despite these advancements, some child welfare and/or probation involved youth may have urgent and complex needs that are not immediately able to be met in a family setting and require short-term intensive stabilization and transition support in a trauma-focused residential treatment setting. To support California's commitment to keep youth in families to the greatest extent practicable based on the best interests of the youth, and to provide for innovative and constructive approaches to therapeutic treatments, Assembly Bill (AB) 153 (Chapter 86, Statutes of 2021) requires the California Department of Social Services (CDSS), jointly with the State Department of Health Care Services (DHCS), to establish the Children's Crisis Continuum Pilot Program (Welfare and Institutions Code (WIC) section 16550 et seq.). The pilot program shall be implemented until June 30, 2028.

The purpose of the pilot program is to allow counties, or regional collaboratives of counties, to develop a highly integrated continuum of services designed to serve foster youth who are in crisis. The pilot program's intention is to address perceived gaps in the continuum of care, including services and placements, so that behavioral (including mental health and substance use disorders), developmental, and physical health needs of foster youth are better met and that there are no gaps in the continuum of care.

The main goals of the pilot include:

1. The development of a trauma-focused system of care through which intensive care, qualified supervision, and behavioral health services are provided in a home environment including on-site crisis response to respond to and de-escalate circumstances in which foster youth are experiencing behavioral health symptoms/conditions causing distress, with the goal of preventing hospitalizations and unnecessary interactions with law enforcement; and,

**EXHIBIT A  
(Grant Agreement)**

2. The implementation of a network of services so that when a youth requires a higher or lower level of intervention, the movement within the levels of services and between levels of care is not disrupted or delayed by the need to arrange for provision of services and care or locate appropriate placements that include or can accommodate the provision of services and care.

**B. TERMS AND CONDITIONS**

The CDSS and County of Monterey (Grantee) enter into this Grant Agreement (Agreement) for the Grantee to provide a “Children’s Crisis Continuum Pilot Program” (“the pilot” or “the pilot program”), which is a continuum of services, including crisis stabilization, therapeutic interventions, and specialized programming to permit the seamless transition between placement settings and programs for the appropriate treatment of foster youth. Grantee shall ensure that all the necessary services and supports are available and provided within the continuum.

The CDSS shall award the amount of \$3,650,000 to County of Monterey for the grant period of July 1, 2023 through June 30, 2028.

The funds provided for services pursuant to this Agreement shall be for the sole purpose of providing a highly integrated continuum of care for the foster youth served in the pilot program. The Grantee shall develop a continuum of care that is designed in compliance with all applicable state and federal laws to permit seamless transitions between treatment settings and programs for the appropriate treatment of foster youth. Funding received from the CDSS pursuant to the pilot may be used to supplement but shall not be used to supplant existing funding. Except as otherwise provided, the Grantee shall provide a Children’s Crisis Continuum Pilot Program, which shall include, at a minimum:

1. Crisis Stabilization Units<sup>2</sup> which must provide service activities that include but are not limited to assessment, collateral, therapy, and referral for up to 23 hours and 59 minutes for youth experiencing a mental health crisis, serve no more than eight foster youth, be licensed as a 24-hour health care facility or hospital-based outpatient program or provider site and be co-located with, or within 30 miles of, a psychiatric health facility or other secure hospital alternative setting that is capable of meeting the needs of youth experiencing a mental health crisis. If the youth’s exhibiting symptoms have not subsided within 23 hours and 59 minutes, youth shall be transitioned to a setting that is able to meet the needs of the youth. Grantee must comply with all

<sup>1</sup> For the purposes of the Children’s Crisis Continuum Pilot Program, the California Department of Social Services defines “continuum of care” as an integrated system of care that guides and tracks foster youth over time through a comprehensive array of foster care placements and behavioral health supports and services spanning all levels of intensity of care.

<sup>2</sup> Although the California Department of Social Services would like to see a full continuum, per WIC Section 16553(b)(2), the Department may award a county whose Children’s Crisis Continuum Pilot Program does not include a psychiatric health facility and a crisis stabilization unit, or a psychiatric health facility on its own.

**EXHIBIT A  
(Grant Agreement)**

regulations contained in Chapter 11 (commencing with Section 1810.100) of Division 1 of Title 9 of the California Code of Regulations that are applicable to the provision of crisis stabilization, and specifically including Section 1810.210. Relevant regulations include, but are not limited to, the following: 9 CCR 1840.338 and 1840.348.

2. Psychiatric Health Facilities<sup>3</sup> which must provide a secure, highly individualized, therapeutic, hospital-like setting for foster youth who require inpatient treatment and serve no more than four youth at a time. The psychiatric health facility shall be integrated with community-based supports and tiered placement settings, including Intensive Services Foster Care (ISFC) and Enhanced ISFC homes. The psychiatric health facility shall be licensed by DHCS and shall be operated in accordance with Chapter 9 (commencing with Section 77001) of Division 5 of Title 22 of the California Code of Regulations. Additional relevant citations include but are not limited to:
  - 9 CCR 1810.237 and 1840.370.
  - Welfare and Institutions Code (WIC) section 16553(b)(1)(C)(iii)
3. Crisis Residential Programs which must provide short-term, highly individualized stabilization and support for foster youth who do not require inpatient treatment, but are experiencing acute mental health crisis, serve no more than four youth at a time, and shall be designed to reduce the reliance for care in emergency rooms and psychiatric hospitals. The crisis residential program shall be operated in accordance with all statutes and regulations governing the placements of foster youth, including the California Community Care Facilities Act (Article 1 (commencing with Section 1500) of Chapter 3 of Division 2 of the Health and Safety Code). The crisis residential program shall be operated in accordance with all statutes and regulations governing its licensure category, including, for short-term residential therapeutic programs, the interagency placement committee process established pursuant to WIC section 4096. Additional relevant citations include but are not limited to, 9 CCR 1840.356 and 1840.364.
4. Intensive Services Foster Care Homes which must be designed to step youth down to a less restrictive placement, have the capacity to maintain at least two times the amount of homes as the number of beds in the residential treatment setting used in the pilot, and have in-home staff available 24 hours a day, 7 days week to provide care, behavioral support, permanency services, specialty mental health services and educational services.

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<sup>3</sup> Although the California Department of Social Services would like to see a full continuum, per WIC Section 16553(b)(2), the Department may award a county whose Children's Crisis Continuum Pilot Program does not include a psychiatric health facility and a crisis stabilization unit, or a psychiatric health facility on its own.



**EXHIBIT A  
(Grant Agreement)**

5. Community-based Supportive Services which must provide intensive transition planning and aftercare services using a team approach; provide integrated transition services and supports prior to and after transitions between levels of care; provide an intensive transition planning team consisting of, at a minimum, a mental health professional with a master's degree who is either licensed or license-eligible, a support counselor with a bachelor's degree, and a peer partner, that may serve up to four foster youth at a time and shall have the ability to support foster youth in any out-of-home treatment setting in the continuum of care;<sup>4</sup> work in collaboration with county child welfare agency, probation department, and mental health plan to provide at least six months of aftercare services; provide mobile crisis response and/or crisis response teams that are available 24 hours a day, 7 days a week to respond to foster youth experiencing crisis in the community; provide access to non-clinical services, including, but not limited to the following:

- Mentoring programs
- Faith-based/cultural activities
- Volunteer opportunities

6. Term:

- a. The term of this Agreement shall be July 1, 2023 through June 30, 2028.

7. Grantee Final Work Plan and Budget:

- a. Grantee shall prepare and submit to the CDSS a Final Work Plan and Budget prior to the execution of this Agreement, which shall describe how the Grantee will provide the services in the Scope of Work and shall include key dates addressing the implementation of the following:

- 1) Existing capacity and program sustainability.
- 2) A plan to leverage existing infrastructure.
- 3) A plan to implement service components and ensure staff capacity.
- 4) A plan to fill identified existing gaps in both staff and services capacity.
- 5) Ability to administer the program, in full.
- 6) Ability to oversee all levels of the continuum of care.

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<sup>4</sup> Although the California Department of Social Services would like participants to implement the intensive transition planning team as described above, per WIC Section 16553(b)(1)(E)(iv), the Department may award a county whose Children's Crisis Continuum Pilot Program has an alternate proposal for transition planning services, including modified standards.

**EXHIBIT A  
(Grant Agreement)**

- 7) A detailed program plan budget including budget line items, a budget narrative, and a subcontractor table for the Children's Crisis Continuum Pilot Program.
  - 8) Ability to partner and collaborate with county child welfare, behavioral health (including both mental health and substance use disorder prevention, treatment, and recovery services), probation, regional centers, and education departments in the design, delivery, and evaluation of the pilot program.
- b. Grantee may modify the Final Work Plan only with prior written consent from the CDSS. Approved modifications to the Final Work Plan shall not require a formal amendment to the Agreement.
  - c. The CDSS may share the Final Work Plan and Budget with the DHCS.

**C. GRANTEE RESPONSIBILITIES**

In addition to the requirements set forth above, the Grantee shall:

1. Undertake, carry out, and complete, in a competent and satisfactory manner, all the work and services set forth in this Agreement.
2. Acquire prior written approval from the CDSS before utilizing the services of a subcontractor. The subcontractor must be an individual or non-profit organization. Entering into this Agreement with the CDSS does not constitute written approval of any proposed subcontractor.
3. Grantees approved to subcontract shall:
  - a. Ensure that at all times during the term of this Agreement, subcontractors maintain the qualifications required to provide the services for which the Grantee receives funding.
  - b. Provide to CDSS a signed agreement between Grantee and each subcontractor within 90 days of the final execution of the agreement that describes the services to be provided by the subcontractor pursuant to this Agreement, and the compensation to be received by the subcontractor for performing said services.
  - c. Assume responsibility for all work performed under this Agreement. If any subcontractor fails to perform any work in a manner satisfactory to the CDSS, the Grantee shall remove the subcontractor immediately upon written request of the CDSS and the subcontractor shall not be re-employed in the work of the Grantee required under this Agreement.
  - d. Verify status and/or satisfactory completion of the activities by subcontractor before submitting an Invoice Claim Form or report, which includes the subcontractor activities.
  - e. Not substitute any subcontractor without advance written consent of the CDSS.

**EXHIBIT A  
(Grant Agreement)**

- f. Ensure that the subcontractor complies with all applicable state and federal laws and regulations, and any other relevant guidance set forth by the CDSS or the DHCS.
- g. Ensure that if multiple subcontractors are involved with performance of activities described in the Agreement, that such subcontractors will develop and enter into Memorandum of Understanding or other business agreements between themselves that defines the processes and procedures for provision of services to foster youth, including, but not limited to the :
  - Case Planning
  - Care Coordination
  - Intensive Transition Planning
  - Assessment
  - Transportation between service settings
  - Information sharing
  - Data collection and dissemination
4. Maintain records of any and all services performed for a period not less than three (3) years after final payment or a longer retention period, if applicable.
5. Provide the CDSS with unrestricted access to all documents, files, reports, materials, and data developed by the Grantee or their subcontractor within five (5) business days of request.
6. Certify the eligibility of Children's Crisis Continuum Pilot Program participants and maintain certification documents.
7. Collaborate with relevant county departments including child welfare, mental health plan, Substance Use Disorder (SUD) treatment plan (either Drug Medi-Cal or Drug Medi-Cal Organized Delivery System), behavioral health, probation, regional center, and education in the design, delivery, and evaluation of the pilot program.
8. Submit Children's Crisis Continuum Pilot Program Quarterly Progress Reports in the format and within the time frames specified by the CDSS. Reports must address how the Grantee is meeting the objectives of the Children's Crisis Continuum Pilot Program and shall include, but not be limited to, qualitative and quantitative youth-specific information and data, and information that may pertain to the overall continuum pilot, consistent with the evaluation criteria set forth in WIC section 16555, and any other outcomes reporting that the CDSS and the DHCS requires.

**NOTE: Grantee's Quarterly Progress Reports are an integral part of the State's ability to meet Children's Crisis Continuum Pilot Program reporting requirements.**

**EXHIBIT A  
(Grant Agreement)**

9. To the extent that Medi-Cal services are provided through the pilot program, ensure that service providers comply with all relevant state and federal Medi-Cal (Medicaid) laws, including applicable subregulatory guidance, contracts, and state plan provisions. Nothing in this Agreement shall be construed as an exemption for compliance with these state and federal Medi-Cal (Medicaid) laws.
10. To the extent that services are provided through licensed or certified mental health facilities and/or substance use disorder treatment facilities, ensure that all services are provided in compliance with relevant licensing laws and subregulatory guidance. Nothing in this Agreement shall be construed as an exemption for compliance with state and federal laws pertaining the provision of services in licensed or certified mental health facilities or substance use disorder treatment facilities.
11. Submit Children's Crisis Continuum Pilot Program Final Progress Report in the format and within the time frame specified by the CDSS. Report must address how the Grantee met the objectives of the Children's Crisis Continuum Pilot Program and shall include, but shall not be limited to, qualitative and quantitative youth-specific information and data, and information that may pertain to the overall pilot program, consistent with the evaluation criteria set forth in WIC section 16555, and any other outcomes reporting that the CDSS and the DHCS requires.
12. Provide Children's Crisis Continuum Pilot Program proposed budget narrative for the FY 2023-28 project period that shows the correlation between the proposed budget, project activities, and the pilot program components and supporting documentation in the format specified and within the time frames specified by the CDSS.
13. Meet with CDSS and DHCS staff upon request and/or as necessary regarding the operation of the Children's Crisis Continuum Pilot Program. Such meetings shall include any technical assistance sessions, learning sessions, or webinars related to the pilot provided by the CDSS or any of its subcontractors.
14. Reimburse the CDSS and/or the DHCS for any disallowed costs as determined by a state and/or federal audit or review.
15. Participate and present at conferences and workshops, at the request of the CDSS, in order to disseminate and share Children's Crisis Continuum Pilot Program activities, program knowledge, and best practices; and network and exchange information with other organizations regarding the Children's Crisis Continuum Pilot Program.
16. Meet, collaborate to develop procedures for data collection and dissemination, disseminate data to, and collaborate with any subcontractors hired by the CDSS to conduct evaluation(s) of the Children's Crisis Continuum Pilot Program, including the Interim Report as described in WIC section 16555.

**EXHIBIT A  
(Grant Agreement)****D. CDSS RESPONSIBILITIES**

1. Provide program consultation and technical assistance to the Grantee upon request. A CDSS Grant Manager will be assigned to assist the Grantee. The Grant Manager will be the primary contact responsible for consultation and assistance to the program.
2. Monitor and evaluate the Grantee's performance, expenditures, and service levels for compliance with Grant requirements. The CDSS and any of its subcontractors may review data, materials, and publications used by the Children's Crisis Continuum Pilot Program, etc., and all fiscal records related to the Children's Crisis Continuum Pilot Program. Grant monitoring shall be accomplished in a manner, location, and time at the sole discretion of the CDSS.
3. Provide the Grantee with reporting time frames for submission of reports.
4. Evaluate Grantee's Quarterly Progress Report and Final Work Plan for compliance and provide a written response within 30 business days of receipt if the report is determined inconsistent with reporting requirements.
5. Review the proposed budget narrative that shows the correlation between the proposed budget, project activities, and the pilot program components submitted by Grantee for allowable costs and approve as appropriate, as determined in the CDSS' sole discretion, and conditioned on the availability of funds. In the event an audit or a review establishes the costs were not allowable, the CDSS will work with the Grantee to ensure the return of any improper payment or overpayment.
6. Retain the right to modify the program and this Scope of Work based on the results of its evaluation and review. The CDSS may use the results of monitoring reviews in future grant decisions. The evaluation shall include, but is not limited to, Grant compliance, effectiveness of planning, and program outcomes.

**E. MUTUAL RESPONSIBILITIES**

1. Amendments to the Scope of Work must be initiated in writing by either the CDSS or the Grantee and must be approved in writing by the CDSS before any changes can be implemented.
2. Each party shall give to the other party ten (10) days prior written notice of a change in the Program Representative.

**EXHIBIT A  
(Grant Agreement)****F. ALLOWABLE ACTIVITIES**

Allowable activities shall support the Grantee's capacity to provide short-term crisis stabilization, therapeutic intervention, and specialized programming in an unlocked, staff-secured setting with a high degree of supervision and structure and the goal of supporting the rapid and successful transition of the child back to the community. The activities must include treatment options that are needed to support California's commitment to keep youth in families to the greatest extent possible based on the best interest of the youth. Allowable activities may include, but are not limited to:

1. Maintenance of a case management system or strategy to ensure continuity of care for youth throughout the continuum;
2. Implementation of family supports and services to keep youth in family settings from escalating to more restrictive settings;
3. Services to conduct intensive family finding and engagement to support permanency and foster connections;
4. Providing medically necessary behavioral health supports and services, including specialty mental health services, consistent with all state and federal Medicaid requirements;
5. Services to ensure access to educational services, permanency services, behavioral support services, intellectual/developmental delay services, and other community-based services;
6. Services to support implementation of culturally and linguistically responsive and competent treatment across all programs in the pilot.

**G. ADDITIONAL TERMS AND CONDITIONS**

In addition to the requirements set forth above, the Grantee shall:

1. Expend funds as described in the Scope of Work and Exhibit B – Budget Detail, the Payment Provisions of this Agreement, and Grantee's Final Work Plan and Budget, unless prior written permission is granted by the CDSS.
2. Ensure that any amendments to the Scope of Work be initiated in writing by either the CDSS or the Grantee, and be approved in writing by CDSS, before any changes can be implemented.
3. Maintain and manage records of Children's Crisis Continuum Pilot Program activities and expenditures in accordance with all applicable state and federal privacy laws.

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4. Comply with any written response from the CDSS to the Grantee's reports, including requested due dates for any additional information or required reports.
5. Return any improper payment or overpayment upon request and within the timeframe specified by the CDSS and/or the DHCS.

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**H. PROGRAM REPRESENTATIVES**

The Program Representatives during the term of the Agreement shall be:

**CDSS**

John Gugino  
Associate Governmental Program Analyst  
Policy and Technical Assistance Bureau  
744 P Street, MS 8-3-570  
Sacramento, CA 95814  
(916) 261-0339  
[ChildrensCrisisContinuumPilot@dss.ca.gov](mailto:ChildrensCrisisContinuumPilot@dss.ca.gov)

**Grantee**

Marni R. Sandoval, Psy. D.  
Deputy Director of Behavioral Health,  
Child and Adolescent Services  
Monterey County Health Department  
951-B Blanco Circle  
Salinas, CA 93901  
(831) 784-2170  
SandovalMR@co.monterey.ca.us

Either party may change the Program Representative but is required to provide written notification of the change to the other party within ten (10) business days. Approved changes shall not require an amendment to this Agreement.



## **EXHIBIT A, ATTACHMENT I (FINAL WORK PLAN)**

### **A. County of Monterey Children's Crisis Continuum Pilot Program Overview**

#### **County Needs**

In Monterey County, the existing continuum of care includes significant gaps in areas where intensive support close to home is key to stabilizing and successfully transitioning foster youth to stability, particularly in areas of crisis treatment and intensive home-based placement options. While the decertification of out-of-state facilities for foster youth with complex needs represented an enormous step forward in California's commitment to keeping youth in their communities and in family-based settings, it also represents a significant challenge for Monterey County, which does not have the resources and regional service infrastructure of counties in the Bay Area or Southern California. The lack of local multi-tiered treatment and placement settings needed to provide trauma-informed care for system-involved young people often results in youth with complex needs or who are in crisis receiving treatment far from their home and community.

Currently, the continuum of care for Monterey County foster youth includes Wraparound, MRT and FURS, and 15 ISFC homes, including two existing E-ISFC homes. While these create a network of support for youth and families, the lack of a tiered system is evident. Monterey County does not currently have any adolescent crisis stabilization units, any inpatient settings designated exclusively for adolescents, nor any children's crisis residential treatment settings. Although the Community Hospital of the Monterey Peninsula has opened a youth CSU, it does not currently accept Medi-Cal, preventing youth involved in the foster care system from receiving services. The lack of crisis residential treatment across the Central Coast for youth under 18 has presented a significant challenge. Without local facilities, children experiencing mental health crises are placed far from their homes and families. Upon returning home, these children frequently need a brief higher level of intensive residential based care to prevent re-hospitalization. However, there are no facilities providing this service in the region currently. Local intensive crisis residential-based care for children and youth will address the most significant gap in the current system.

The second gap in the continuum for foster youth is intensive home-based placement options for youth whose needs cannot be safely met in a traditional ISFC home and for whom the milieu-based nature of a traditional STRTP is not therapeutic. Although Monterey County has access to a range of intensive home-based placement options, placement options for foster youth with the most complex needs are minimal. To avoid unnecessary hospitalization, these youth would benefit from increased access to E-STRTP or other placement options. Establishing a broader crisis continuum with intensive, individualized placement options for youth who benefit from more specialized supports will fully realize the goal of CCR and better serve foster youth with complex care needs close to their homes and communities.

#### **Objectives**

The objective of the pilot is to fill in these gaps in the continuum by building on existing less-restrictive programs in the region: Wraparound for coordination of services and in-home interventions; Mobile Response Team (MRT) and Family Urgent Response

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System (FURS) for 24/7 on-call support; 13 Intensive Services Foster Care (ISFC) homes throughout the region accessible to Monterey County youth who require more targeted care than traditional resource homes; and 2 Enhanced-ISFC (E-ISFC) homes for youth that need an enhanced level of support. Together, these programs provide a strong foundation of services for foster youth upon which to build. The funding will be used to start up a range of additional high-end programs that do not currently exist in the region in order to keep dependent youth with complex needs in the community.

These programs will include a co-located multi-tiered crisis treatment facility—with a Crisis Stabilization Unit (CSU) and Children's Crisis Residential Program (CCRP)—and two Enhanced Short-Term Residential Therapeutic Programs (E-STRTP). MCBH will also support the development of at least one additional ISFC home in partnership with Monterey County Family and Children's Services (FCS) and Probation that will be incorporated into the crisis continuum and available for foster youth with a need for this level of placement and support.

Together, these entities will design and implement a Continuum that meets all objectives of the RFP by (1) closing existing service gaps with comprehensive in-patient, crisis support, and community-based options; (2) providing individualized assessment, stabilization, and ongoing treatment services to foster youth in the least restrictive, most family-based settings possible; and (3) implementing continuous data-responsive performance improvement.

**How the Pilot Will Meet Objectives****1) Close Existing Service Gaps**

County of Monterey will close existing service gaps, focusing on building out comprehensive in-patient, crisis support, and community-based options. With an eye towards the areas of greatest need, the pilot will focus on developing the below programs and integrating them seamlessly into the existing continuum of services:

**CSU:** The CSU provides up to 23 hours, 59 minutes of individualized, targeted crisis stabilization services. Youth may be brought to the CSU via ambulance from an emergency department. Any Medi-Cal eligible youth may receive assessment and stabilization services at the CSU, regardless of dependency status.

**CCRP:** For youth who need crisis stabilization but do not meet the criteria for inpatient hospitalization, the CCRP offers longer-term stabilization in a residential setting. Youth placed in the CCRP may first come from a CSU or inpatient setting after their immediate crisis has stabilized or may be referred directly by their social worker.

**E-STRTP:** E-STRTPs are designed to serve youth who need longer-term stabilization in an individualized home-like placement and will experience more stability in a staffed model than a caregiver-based model (such as E-ISFC homes).

**ISFC:** For foster youth with intensive behavioral health needs that exceed the capacity of a traditional foster home, ISFC home placement will be considered. ISFC placements are approved by the IPC.

Youth who engage with any services in the Continuum will also be eligible for Wraparound services to assist with coordination and in-home supports, pending approval from the IPC, and will also be connected with the MRT/FURS crisis response

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team, available to provide immediate, around-the-clock support for youth experiencing crisis.

*2) Provide Individualized Assessment, Stabilization, and Ongoing Treatment*

As the centralized care coordinator, Wraparound teams will oversee each youth's comprehensive assessment, gathering information from any assessments completed within six months prior to the opening of services or completing new assessments. For youth who receive their first assessment within the Continuum while placed at a crisis facility, an initial crisis assessment will be completed immediately after admission to identify escalation triggers, known de-escalation techniques and tools, preexisting medical conditions, and trauma history. All youth enrolled in Wraparound will receive a comprehensive assessment within 30 days of the start of treatment. Formal assessment tools may include clinical assessments, CANS, PSC-35, Ages and Stages, and Commercial Sexual Exploitation Identification Tool (CSE-IT).

Each youth's comprehensive assessment directly informs their individualized treatment plan and permanency plan. Treatment plans outline specific activities that support the youth and family in achieving their goals, such as therapeutic activities and other service linkages. Individual assessments may also indicate a need for referrals to specialty mental health services, SUD services, Regional Center services, and other appropriate and medically necessary services. In the event of a crisis, FURS can make immediate linkages to youth. If psychiatry and medication management services are indicated by a youth's treatment plan, Seneca's programs within the Continuum can provide treatment.

*3) Implement Continuous Data-Responsive Performance Improvement*

Continuum programs maintain rigorous data collection practices to accurately analyze what services and interventions are working for children and families, as well as what areas would benefit from improvement. Data comes from formal assessments, including the CANS and CAT; Wraparound action plans; client and partner satisfaction surveys; discharge summaries; and other documentation gathered during treatment. At the individual client level, program staff compare initial assessments with reassessments to identify which client behaviors have improved over time and which behaviors, due to unchanging or more severe scores, would benefit from shifts in treatment, such as increased frequency of services or adjustments in therapeutic modalities. Service data can also support with program improvement. For example, data indicating common behaviors among multiple clients may prompt program leaders to develop specialty programs for youth or offer specific trainings for staff.

Partner providers also use data to demonstrate fulfillment of contract expectations. Programs send monthly reports to the County, sharing relevant data regarding client enrollments, lengths of stay, transitions, and discharges, as well as staff caseloads and program capacity. A monthly oversight committee is responsible for any data-informed service adjustments.

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Facilities, Programs, and Services**

**Facilities**

In a commitment to offer effective and streamlined services for foster youth with high needs, Monterey County is partnering with one primary service provider, Seneca Family of Agencies, for the crisis facility programs, intensive home-based placement options, and community-based services, and one provider who will continue to operate a small but key component of the continuum, six of the existing ISFC placements. By utilizing one primary agency to provide the intensive treatment and transition support services throughout the Continuum, Monterey County can ensure a seamless continuity of care for youth moving through an inherently disruptive process.

The pilot will include a primary crisis facility located at 125 River Road in Salinas, CA, Monterey County's most populous city. The facility is 6.6 miles from Highway 101, the main thoroughfare that runs north to south across the county, ensuring families of youth utilizing the facility can visit easily. The crisis facility will include a four-bed CSU and four-bed CCRP. Co-locating these programs will allow youth to move seamlessly up or down in level of care as their needs change. The funding will be used to launch these co-located crisis programs, which includes activities such as staff recruitment, training, and program ramp-up to full operating capacity.

County of Monterey will also utilize CCCPP funding to create two E-STRTP beds in a two-bed E-STRTP facility. E-STRTPs are designed to serve youth who need an individualized home-like placement but will experience more stability in a staffed model than a caregiver-based model (such as E-ISFC homes). The E-STRTP beds will be developed at Seneca's existing property at 3289-3295 Drew Street, Marina, CA. Aspiranet, another long-time provider of supportive services to children and families, will continue to operate 6 of the 13 existing ISFC beds as an integral part of the continuum.

The pilot Continuum will also include a total of at least 16 high-end home-based placements accessible to Monterey County foster youth, including 13 existing ISFC homes, two existing E-ISFC homes, and at least one new ISFC home that will be developed with Complex Care Capacity Building funding available to and drawn down by FCS and Probation. While the homes will be developed with specialized training on working with populations that are juvenile justice-involved, clients of the regional center, and victims of commercial sexual exploitation, they will be an integral part of the crisis continuum of services in Monterey County, with the acknowledgement that these populations often need support from the full continuum of crisis services.

Finally, to provide Community-based Supportive Services, Monterey County will utilize existing MRT/FURS and Wraparound programs, which are services provided in the community, in locations preferred by the youth and family to maximize accessibility.

**Programs and Services**

County of Monterey is committed to all foster youth receiving the services they need, where and when they need them, without delay or barriers. The County's Inter-Agency Placement Committee (IPC) is composed of representatives from each child-serving agency, who review eligibility requests weekly and make emergency placement approvals via group email. The pathway for determining eligibility to receive services in the Continuum differs among program type.

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Following is a description of the programs that will be part of the Continuum, as envisioned by County of Monterey.

1. *Crisis Stabilization Unit(s)*

County of Monterey will use funding to renovate and operate one four-bed CSU at 125 River Road, Salinas, CA. The CSU will be co-located with the proposed CCRP. The CSU wing of the building will be Medi-Cal site certified, and as a 23-hour, 59-minute program, it has no CDSS or Department of Health Care Services (DHCS) licensing requirements. The CSU will be approved by DHCS as a County Lanterman-Petris-Short Act (LPS) Designated Facility. The CSU will be operated by Seneca, which has been an experienced CSU provider in California since 2007.

At intake, the staff clinician, nurse, and psychiatrist will complete a multidisciplinary assessment with the youth to determine whether the client can be safely stabilized on site within 24 hours or if they will need inpatient treatment or longer-term crisis stabilization in the CCRP. Once the appropriate level of care is identified, staff initiate the youth's transfer to the co-located CCRP, off-site PHF, or support with returning to their home placement with community-based services. CSU staff then reach out to all of the youth's providers to incorporate their input related to safety needs and appropriate treatment into the multidisciplinary assessment. For youth who arrive to the CSU and are already receiving other services within the Continuum, CSU staff will work with the youth's CFT, including caregivers, placement team, Wraparound team, and County IPC to address risk behaviors, enhance safety plans, and facilitate linkage to necessary community-based services.

2. *Children's Crisis Residential Programs*

County of Monterey will leverage CCCPP funds for a four-bed CCRP at 125 River Road, Salinas, CA. The CCRP will be licensed as an STRTP, approved by the CDSS Community Care Licensing (CCL) division. The CCRP will also require Mental Health Program Approval from DHCS within 12 months of receiving the CCL provisional license. The CCRP will be operated by Seneca, which has provided residential treatment since 1992 and STRTP services since 2016. Seneca's experienced QA staff will apply promptly for STRTP licensure and Medi-Cal certification.

As a small census program, the proposed CCRP is designed to promote individualized treatment for each youth. In addition to providing each youth at the facility with a single occupancy room, regardless of service type, CCRP staff develop an individualized treatment plan around the needs of each youth, incorporating a range of core services. Daily activities are tailored to each youth to optimize their time at the CCRP and prepare them for success at their next placement.

The CCRP will be staffed 24/7 by highly skilled and trained multidisciplinary behavioral health and administrative staff with the capacity to provide a range of mental health and substance use interventions as clinically appropriate. This comprehensive staff configuration will provide for a minimum 2:1 client to staff ratio, with availability for on-call staff to ensure continuous coverage of critical services. This multidisciplinary team works together to provide clients at the CCRP with comprehensive, trauma-

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informed, and culturally responsive care to stabilize and improve their mental health and wellbeing. To further support placement stability, CCRP staff connect clients to a Wraparound team. Wraparound teams provide a bridge to services, providing ongoing treatment that follows each youth from the CCRP and continues to their next placement.

*3. Intensive Services Foster Care Homes*

County of Monterey will utilize a total of at least 16 ISFC homes that will be accessible to Monterey County foster youth, including 13 existing ISFC homes, two existing E-ISFC homes, and at least one newly-established ISFC home developed by FCS and available to crisis continuum youth. FCS will expand existing contracts with Seneca, Aspiranet, or both if the need arises to provide targeted recruitment activities, trainings, and specialized supports to build out a minimum of one additional ISFC home. County of Monterey recognizes that needs will shift over time and more or fewer ISFC homes may be utilized at any given point in time; however, the number of ISFC homes will always far exceed twice the number of beds in the crisis facility. Monterey County currently has 15 ISFC homes—nine operated by Seneca Family of Agencies, including two E-ISFC homes, and six operated by Aspiranet.

Each ISFC youth will receive individualized treatment from their Wraparound team. Staff work non-traditional hours, including nights and weekends, and travel to meet the youth and family wherever is most convenient for them (e.g., home, school, neighborhood park). Services can include behavioral coaching, educational support, IEP navigation, individual or family therapy, crisis de-escalation, family finding and engagement (FFE), permanency planning, and linkage to resources. In addition to the FURS hotline and mobile response available 24/7, all ISFC youth and families have access to a 24-hour crisis line and pool of on-call staff who can provide phone and in-person crisis support at any time of day.

*4. Short-Term Residential Treatment Programs (STRTPs) and E(nhanced)-STRTP*

County of Monterey will add two new E-STRTP beds that will be collocated in one home. These will be located at 3289-3295 Drew Street, Marina, CA, a nine-home property owned by Seneca. This property will undergo extensive renovation and remodeling to guarantee it meets the necessary standards for licensing and to transform it into a welcoming, therapeutic environment for any continuum youth that will be placed there. The E-STRTPs will offer individualized home-like placements for youth while providing the added stability from full-time staff. These will undergo the same licensing processes at the proposed CCRP.

*5. Community-based Supportive Services*

County of Monterey will continue to use two complementary existing community-based programs—MRT/FURS and Wraparound—that will extend comprehensive support to all youth in the Continuum whenever and wherever they need it most. These programs will continue existing contracts with long-time provider Seneca. Wraparound staff are available for planned, targeted interventions anywhere most convenient for the family, including beyond traditional work hours to ensure services are accessible. MRT/FURS is available any time of day or night for unplanned, responsive supports, including in-

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person support if needed.

MRT and FURS services are available 24/7 for any kind of support, crisis or otherwise. Together the two services offer responsive intervention for youth and families who need immediate support. When a call to the hotline is placed, triage staff engage the caller to determine the most appropriate response, provide referral information, schedule follow up appointments, and/or dispatch the mobile team as needed. The mobile team is available to respond in person immediately and/or by appointment, based on the family's need and preference.

To ensure that each youth in the Continuum has access to any supports they need throughout the course of care, Monterey County will utilize existing Wraparound services, also provided by Seneca, to provide care coordination as soon as a client enters the Continuum and at least six months after stepping down from a restrictive setting. Wraparound provides intensive and individualized interventions to promote permanency, including the intensive transition planning. Wraparound services are provided by a team of providers who hold expertise in different areas of a youth and family's treatment experience. Teams will include a Care Coordinator, Support Counselor, and Family Partner, and may also include a Clinician and/or Permanency Specialist, based on the family's individual needs.

*6. Psychiatric Hospital Facility (PHF)*

County of Monterey has an existing contract with Star View Behavioral Health Inc (Star View Adolescent Center) to utilize their 16-bed Psychiatric Health Facility (PHF) youth who may be foster care or juvenile justice-involved and have a need for this level of support. County of Monterey and Continuum contractors will continue to utilize this for continuum-involved youth that have this need.

Additionally, Monterey County will leverage existing relationships to provide inpatient psychiatric services to youth involved in the Crisis Continuum that require inpatient care. Currently, youth from Monterey receive care at a number of inpatient psychiatric facilities, many of which are located in the San Jose and Bay Area, less than two hours from Monterey County. These include:

1. San Jose Behavioral Health (San Jose)
2. John Muir Behavioral Health Center (Contra Costa County)
3. St. Mary's Medical Center (San Francisco)
4. St. Helena Hospital Center for Behavioral Health (Solano County)
5. Mills Health Center - Sutter Health (San Mateo County)
6. Fremont Hospital (Alameda County)
7. Sacramento Behavioral Health Hospital (Sacramento County)
8. Aurora Behavioral Health Care (San Diego)
9. Canyon Ridge Hospital (San Bernadino County)

If it is determined that a youth requires inpatient treatment based on the assessment performed by the Crisis Continuum team, the treatment team will initiate a WIC 5585 involuntary hold due to the youth being a danger to themselves or others. CSU staff, as

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well as the youth's Wraparound team, will communicate with the receiving treatment team about the youth's status, symptoms, triggers, and risk behaviors to facilitate a warm handoff of care and minimize any unnecessary duplicative assessments. Youth who will be transferred to an inpatient program will be transported via ambulance. During this time, the Wraparound team will oversee care coordination, with discharge planning that prioritizes linkage to Continuum resources and thorough permanency planning. The Wraparound team will work closely with the inpatient provider and Monterey County leadership to support with seamless transition to a lower level of care as soon as the youth may safely do so. This includes remaining up-to-date on all ISFC, E-ISFC, STRTP, and E-STRTP availability, as well as supporting resource parents in meeting with the youth while they are still in inpatient care to begin building rapport. Once a bed is available at an appropriate placement and the inpatient team has assessed that transitioning is clinically indicated, the Wraparound team will facilitate the youth's transfer, ensuring not only a smooth transition between placements, but offering continuous support as the youth adjusts to their new placement. FURS can also provide added crisis support to promote placement stability.



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### **Personnel and Material Resources**

#### **Personnel and Resources Overview**

County of Monterey will subcontract with Seneca for the provision of nearly all Continuum services, including the CSU, CCRP, E-STRTP, E-ISFC and ISFC homes, Wraparound, and MRT/FURS. MCBH will continue to subcontract with Aspiranet for the continued provision of six ISFC beds, ensuring the required placement ratio is maintained and adequate home-based placements are available. For PHF service/inpatient services for foster care and/or juvenile justice youth involved in the pilot, Monterey County will primarily utilize an existing contract with Star View Adolescent Center to utilize their 16-bed PHF. By utilizing a limited number of providers, services can be more streamlined, regardless of a youth's placement or level of care.

Additionally, County of Monterey will work collaboratively along with the Inter-Agency Leadership Team, Inter-Agency Placement Committee, Monterey Family and Children's Services, Probation, Monterey County Office of Education, and service providers to ensure that all youth entering the pilot Continuum have access to any services they need to promote stability and wellness. As with all services for each individual youth, access to non-clinical services established by the applicant will be coordinated by the Wraparound team via the CFT process. Services will be flexible and creative based on the strengths, goals, and needs of the youth and input from the entire CFT.

Resources will be devoted to funding all start-up and program launch activities for the expansion components of the Continuum, including personnel costs; program support costs, including staff training and resource family recruitment; contract services, including psychiatry and nursing; child and family expenses, such as treatment supplies; facility expenses, including facility lease, utilities, and set-up; and equipment costs. All are necessary components for the start-up and operation of the proposed Continuum expansion programs.

#### **Subcontractors**

##### **Seneca Family of Agencies**

Seneca is a long-time, highly successful community provider in Monterey County. Prior to formalizing a partnership for the proposed Continuum services, County and Seneca leaders met to discuss program structure, philosophy, and alignment in values and vision for the proposed services. Seneca currently provides Wraparound services, MRT/FURS, and nine ISFC homes, including two E-ISFC homes, that are accessible to Monterey County youth. These services are already under contract. Through the proposed CCCPP, Seneca will also develop additional E-STRTP, CSU, and CCRP programs. The County will procure the subcontract with Seneca through sole sourcing, based on Seneca's role as a provider of existing Continuum services in the County and Seneca's extensive experience providing similar services elsewhere. Seneca understands the landscape of needs in the County and has the infrastructure and experience necessary to participate in a pilot program of this level. Seneca services as a subcontractor constitute approximately 99% of the overall proposed program budget. Throughout the implementation of the Children's Crisis Continuum pilot, the County will oversee, monitor, and evaluate the services provided by Seneca through regular

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contract monitoring, oversight meetings, and review of outcome data. Seneca will maintain ongoing communication with County leadership to address any concerns and adjust services as needed during the project implementation period.

Key Seneca staff include:

**President and Chief Executive Officer: Leticia Galyean, LCSW**, has provided executive-level oversight of all Seneca programs since 2021. Ms. Galyean has held a host of positions at Seneca over her 20 years with the agency, with the most recent being Chief Operating Officer. She is responsible for providing visionary leadership and strategic direction for the agency, and overseeing programmatic, financial, and administrative controls. As Chief Executive Officer, she supervises all C-level staff.

**Chief Program Officer: Melissa Lawton, LMFT**, has provided executive-level oversight of Seneca community-based programs in various counties and placement and permanency programs across California since 2022. Over her 10 years with the agency, Ms. Lawton has held roles as an Executive Director, Program Director, and Program/Clinical Supervisor in Seneca programs. She is responsible for supervising the Executive Directors of community-based and placement programs, developing, and strengthening new and existing programs, and managing fiscal resources.

**Regional Executive Director: Dawn Henson, LMFT**, oversees all of Seneca's programs in the Central Coast, which employ 83 staff to serve over 1,800 youth and families each year. Ms. Henson has 31 years of child welfare experience, including working in community-based and residential treatment settings. She is responsible for supervising the Program Directors of Central Coast community-based programs, overseeing the quality assurance of these programs, and implementing new programs.

**Executive Director, Resource Family Programs: Shelby Howard, LMFT**, has provided executive-level supervision of all Seneca resource family programs since 2013. Previously, Ms. Howard was a supervisor and clinician in Seneca permanency programs for over five years. She oversees the consistency and compliance of all agency placement programs, including managing daily operations related to youth outcomes, program development, and fiscal management. As Executive Director, she supervises Placement Program Directors and Resource Family Recruiters.

**Executive Director, Crisis Services & Ventura County Programs: Lily Ciancutti, LCSW**, has been an executive leader with Seneca since 2020. She has 20 years of combined experience in management and direct service provision in the child welfare field. As Executive Director, Ms. Ciancutti oversees the Program Directors of crisis services and is responsible for the overall quality and delivery of these services.

**Aspiranet**

Aspiranet is a long-time, highly successful community provider in Monterey County and will continue to provide existing Continuum services as already contracted with the County, including six ISFC homes that are accessible to Monterey County

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youth. Because Aspiranet is not providing any expanded services in the proposed program, the agency is not included in the program budget and represents 0% monetary percentage. Throughout the implementation of the CCCPP, the County will oversee, monitor, and evaluate the services provided by Aspiranet through regular contract monitoring, oversight meetings, and review of outcome data. Aspiranet will maintain ongoing communication with County leadership to address any concerns and adjust services as needed during the project implementation period.

Key Aspiranet staff include:

**Core Program Director: Patricia Daniels, MA**, has worked for Aspiranet since 2007 and has 38 years of experience in various social service settings. She has three years of experience in her current role and previously worked as a Core Program Supervisor. As Core Program Director, Ms. Daniels is responsible for managing core programs and developing core program strategic plans and budgets.

Contractor for Additional ISFC Home(s)

Because the process to build out additional ISFC home(s) has not yet begun, the contractor(s) for these placements have not been formally identified. Seneca and Aspiranet, described above, will likely be the contractors FCS works with to build out the additional ISFC home placement(s) as they both bring a wealth of knowledge and experience in providing this service and are already operating all of the other ISFC homes that are part of the continuum.

Star View Adolescent Center

Monterey County has an existing contract with Star View Adolescent Center to utilize their 16-bed Psychiatric Hospital Facility (PHF) for any youth that meet medical and psychiatric need. Because Star View is not providing any expanded services in the proposed program, the agency is not included in the program budget and represents 0% monetary percentage. Throughout the implementation of the CCCPP, the County will oversee, monitor, and evaluate the services provided by Star View through regular contract monitoring, oversight meetings, and review of outcome data. Star View will maintain ongoing communication with County leadership to address any concerns and adjust services as needed during the project implementation period.

Key staff include:

**President and CEO: Kent Dunlap, MPH**, has over 30 years of experience in developing and managing social services and health care facilities, programs, and systems. Mr. Dunlap specializes in strategic planning, contracting, government relations, as well as operations management.

### **Key Monterey County Personnel**

#### **County of Monterey**

**Assistant Bureau Chief: Jon Drake, MBA**, has worked for the County of Monterey Department of Behavioral Health since 2019 and has 15 years of experience working in County departments. He worked as a Director with his previous employer. As

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Assistant Bureau Chief, Mr. Drake provides leadership and support to a 350-employee department and oversees their annual budget.

**Deputy Director: Marni R. Sandoval, Psy.D.**, has worked for the County of Monterey Department of Behavioral Health since 2000 and has 25 years of experience in mental health services. She has experience in several California county behavioral health systems, has provided mental health consultation to various public agencies, and had a successful private practice for 10 years. As Deputy Director, Dr. Sandoval is responsible for planning, organizing, directing, coordinating, evaluating, and monitoring countywide Behavioral Health services and contracts.

**Management Analyst III: Nicholas Cronkhite, BS**, has worked for the County of Monterey Department of Behavioral Health since 2019. He has three years of experience in his current position and worked as a Contracting Specialist with his previous employer. As Management Analyst III, Mr. Cronkhite leads a billing team of patient account representatives and information system specialists tasked with revenue cycle management for all Medicaid, Medicare, and Private Insurance claims for County mental health plans.

**Finance Manager II: Fabricio Chombo, BA**, has worked for the County of Monterey Behavioral Health Bureau since 2020. He has three years of experience in his current position and previously worked as an Accountant. As Finance Manager II, Mr. Chombo provides ongoing financial leadership to the Monterey County Behavioral Health Bureau by directing the operations of the accounting section and administering a combination of budgeting, grant accounting, invoicing, and fiscal management functions.

**Monterey County Department of Social Services**

**Deputy Director: Eva Ortiz, MSW**, has worked for the County of Monterey Department of Social Services since 2012. She has been in her current position as Deputy Director since 2023 and previously worked as a Social Worker and a Supervisor in the Family Reunification Unit and then as a Program Manager. As Deputy Director, she is responsible for all aspects of the department's operations to provide protective services for all children in Monterey County.

**Finance Manager III: Becky Cromer, BA**, has worked for the County of Monterey Department of Social Services since 1989. She has one year of experience in her current position and previously worked as an Associate Accountant Auditor. As Finance Manager III, Ms. Cromer acts as the Chief Financial Officer for Social Services and oversees a fiscal operation of 25 staff across general accounting, overpayments/benefit issuance, and contracts management.

**Management Analyst III: Chelsea Chacon, MSW**, has worked for the County of Monterey Department of Social Services since 2007. She has four years of experience in her current position and previously worked as a social worker. As Management Analyst III, Ms. Chacon manages and provides administrative analytical staff support services for child welfare and makes recommendations regarding policies, procedures, and operations.

**EXHIBIT A, ATTACHMENT I  
(FINAL WORK PLAN)****Material Resources**

The pilot will include a primary crisis facility located at 125 River Road in Salinas, CA. This site will include a four-bed CSU and four-bed CCRP. The E-STRTP beds will be located at Seneca's existing property at 3289-3295 Drew Street, Marina, CA. The contact information for both facilities is Dawn Henson, Seneca Regional Executive Director, Central Coast - (831) 455-9965. The additional ISFC bed location will be determined by FCS when contracting with the agency they identify as having the required experience and capacity. Star View Adolescent Center – Psychiatric Health Facility (PHF) is located at 4025 West 226<sup>th</sup> Street, Torrance, CA. The contact is Kelly McMahon or Jennifer Thomas at (310) 373-4556.

**EXHIBIT A, ATTACHMENT I**

*Children’s Crisis Continuum Pilot Program Methodology Table FY 23/24-27/28*

ID	Activity	Description	Date	Responsible Party
1	Start-up CCCPP Oversight Committee and Meet	Purpose of the committee is to guide and oversee implementation of the CCCPP to ensure collaboration among all System of Care (SOC) partners and entities involved in program development and service delivery.	Q1 FY 2023-24 – Q4 FY 2027-28	Monterey County Health Department – Behavioral Health Bureau (BHB) BHB
1.1	Start CCCPP Committee	Monterey County – Behavioral Health Bureau (BHB) coordinates SOC partners and entities to create workgroup. Create schedule, focus, and structure for meetings.	August 2023	BHB
1.2	Workgroup meetings	Regular meetings to oversee pilot implementation, facilitate agency coordination, and troubleshoot issues and concerns.	Monthly after startup	BHB, Seneca, Aspiranet, all other SOC partners
1.3	Oversight Committee	BHB convenes an oversight and work group committee dedicated to working with contracted providers to support drafting and entering into MOUs that define processes and procedures for operation of the continuum and requirements of contractors.	Q1 FY 2023-24, ongoing as needed	BHB, Seneca, Aspiranet, Star View, all other SOC partners
2	Start up and Operate CSU	Seneca start up and operate the Crisis Stabilization Unit. BHB will enter into Sole Source with Seneca for facility renovation, program implementation, and service delivery.	Q1 FY 2023-24 – Q4 FY 2027-28	BHB, Seneca
2.1	Enter into Sole Source with Seneca	Enter into Sole Source with Seneca Family of Agencies.	Q4 FY 2023-24	BHB
2.2	Establish Facility and Program	Renovate facility to meet CSU needs and requirements. Develop all components of CSU program functioning.	Q4 FY 2023-24 – Q3 FY 2024-25	Seneca

**EXHIBIT A, ATTACHMENT I**

2.3	CSU Medi-Cal Certification	Obtain Medi-Cal certification as required for new CSU facility by DHCS.	Q2 FY 2024-25 – Q1 FY 2025-26	BHB, Seneca
2.4	Hire and Onboard Staff	Hire and onboard staff necessary for CSU operation.	Q1 - Q3 FY 2024-25	Seneca
2.5	CSU in Operation	Program operational and stabilizing children in crisis in the CCCPP.	Q3 FY 2024-25 Q4 FY 2027-28	Seneca
3	Start up and Operate CCRP	Seneca start up and operate the Children's Crisis Residential Program. BHB will subcontract with Seneca for facility renovation, program implementation, and service delivery.	Q1 FY 2023-24 – Q4 FY 2027-28	BHB, Seneca
3.1	Establish Facility and Program	Renovate facility to meet CCRP needs and requirements. Develop all components of CCRP program functioning.	Q4 FY 2023-24 – Q3 FY 2024-25	Seneca
3.2	CCRP Licensure	Receive licensure from DCSS as a CCRP and a MHPA from DHCS.	Q1 FY 2024-25 – Q3 FY 2024-25	Seneca
3.3	Hire and Onboard Staff	Hire and onboard staff necessary for CCRP operation and program implementation.	Q1 – Q3 FY 2024-25	Seneca
3.4	CCRP in Operation	Program operational and serving youth in the community.	Q3 FY 2024-25 Q4 FY 2027-28	Seneca
3.5	Step-down Coordination	Interagency Placement Committee (IPC) meet weekly to review youth placement. Connection to Wraparound services and access to FURS/MRT resources.	Weekly after startup	BHB, Seneca, Aspiranet, SOC partners
4	Start up and Operate E-STRTP Facility with Two Beds	Seneca will start up and operate two new E-STRTP beds located in one placement. BHB will subcontract with Seneca for facility renovation, program implementation, and service delivery.	Q3 FY 2024-25 – Q4 FY 2027-28	Seneca, BHB
4.1	Establish Facility and Program	Renovate one facility to meet E-STRTP needs and requirements.	Q3 FY 2024-25 – Q2 2025-26	Seneca

**EXHIBIT A, ATTACHMENT I**

4.2	E-STRTP Licensure	Receive licensure from DCSS as an STRTP and a MHPA from DHCS.	Q3 FY 2024-25 – Q2 2025-26	Seneca
4.3	Hire and Onboard Staff	Hire and onboard staff necessary for E-STRTP operation and program implementation.	Q1 FY 2025-26 – Q2 FY 2025-26	Seneca
4.4	E-STRTP in Operation	Program operational and serving youth in the community.	Q2 FY 2025-26 - Q4 FY 2027-28	Seneca
4.5	Step Down Coordination	IPC meet to review placement needs. Connection to Wraparound services and access to FURS/MRT resources upon step-down.	Weekly after startup	BHB, Seneca, Aspiranet, SOC partners
5	Integrate ISFC Homes, Wraparound, Mobile Response Team (MRT), and FURS Services into Continuum	ISFC Homes, Wraparound, MRT, and FURS services continue to operate and support youth involved in all points in the continuum as appropriate.	Q1 FY2023-24 – Q4 FY 2027-28	BHB, Seneca, Aspiranet, SOC partners
5.1	Placement Coordination	Interagency Placement Committee (IPC) meet weekly to review youth placement. Connection to Wraparound services and access to FURS/MRT resources alongside placement as appropriate.	Weekly after startup	BHB, Seneca, Aspiranet, SOC partners
5.2	E-ISFC and ISFC Homes Serve Crisis Continuum Youth	E-ISFC and ISFC homes continue to operate as fully integrated placements in the Crisis Continuum.	Q1 FY2023-24 – Q4 FY 2027-28	Seneca, Aspiranet
5.3	Integrate Wraparound to Crisis Continuum	Wraparound teams continue to support referred youth throughout all levels of placement as a fully integrated component of the Continuum.	Q1 FY2023-24 – Q4 FY 2027-28	Seneca
5.4	Integrate MRT and FURS Services to Crisis Continuum	MRT and FURS services provide as-needed emergency support to all Continuum-involved youth as a fully integrated component of the Continuum.	Q1 FY2023-24 – Q4 FY 2027-28	Seneca
6	Support Development and Integration of Additional ISFC Homes	BHB support development of additional ISFC homes by Family and Children's Services and work to ensure integration of additional homes into the Continuum.	Q1 FY2025-26 – Q4 FY 2027-28	BHB, FCS



**EXHIBIT A, ATTACHMENT I**

6.1	FCS Contract with Partner Agency to Create ISFC Home(s)	FCS identify and contract with partner agency with capability and capacity to create or expand ISFC home placement.	Q1-Q2 FY2025-26	FCS
6.2	Recruit and Train ISFC Caregiver(s)	Contracted agency recruit, train, and support ISFC caregiver(s) to provide placement to foster youth involved in the Continuum.	Q3-Q4 FY2025-26	Contracted Agency
6.3	New ISFC Home(s) in Operation	At least one ISFC home added to 15 other ISFC homes accept placement of foster youth in the community.	Q4 FY2025-26 – Q4 FY2027-28	Contracted Agency
6.4	Placement Coordination	Interagency Placement Committee (IPC) meet weekly to review youth placement. Connection to Wraparound services and access to FURS/MRT resources alongside placement as appropriate.	Weekly after startup	BHB, Seneca, Aspiranet, SOC partners
7	Meet Data Collection and Submission Requirements	BHB coordinate data collection from all continuum components and providers to meet CDSS reporting requirements.	Q1 FY 2023-24 – Q4 FY 2027-28	BHB
7.1	Submit Narrative Reports	BHB provides quarterly narrative reports to CDSS on impact of pilot program pursuant to CDSS guidelines.	Quarterly	BHB
7.2	Submit Final Progress Report to CDSS	BHB provides final progress report to CDSS upon pilot completion.	Q4 FY 2027-28	BHB
7.3	Aggregate Program Data	Seneca provides monthly reports drawing on EHR data. BHB collects and compiles data from Aspiranet and other CCCPP providers.	Monthly after programs launch	BHB, Seneca, Aspiranet







## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **A. Term:**

1. The term of this Agreement shall be July 1, 2023 through June 30, 2028.

#### **B. Invoicing and Payment**

1. The maximum amount payable under this Agreement shall not exceed \$3,650,000.00.
2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Grantee for said services in accordance with the Final Work Plan and Budget.
3. Funding for necessary travel expenses and per diem are included in this Agreement and will be reimbursed at rates established by the California Department of Human Resources for comparable classes. (See <http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>). Grantee will itemize travel expenses, including receipts, and submit to CDSS Program Grant Manager for approval. This approval, including itemization and receipts must be attached to the invoice submitted for payment.  
No travel outside the State of California by Grantee shall be reimbursed unless there is prior written authorization from CDSS.
4. Grantee shall submit the request for payment using an invoice and supporting documentation on a quarterly basis as specified by the CDSS.
5. Invoices shall include the Agreement Number ALLOC-23-0004 and Index code 9990 and shall be electronically submitted on Grantee's letterhead as specified by the CDSS. Any invoices submitted without the above referenced information may be returned to the Grantee for further re-processing.
6. Invoice payment will be conditioned upon the timely receipt by the CDSS of the quarterly progress reports and final report from the Grantee within the specified due dates and in the manner acceptable by the CDSS. If acceptable reports are not received or a request for an extension of a due date has not been granted by the CDSS, invoices will not be processed and will be returned to the Grantee.

#### **C. State Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Grantee

**EXHIBIT B**

or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

**D. Budget Modification Without Written Amendment**

Line item shifts of up to fifteen percent (15%) of the grant total are allowable, subject to the prior review and approval of the CDSS Project Manager. Line item shifts that meet these criteria do not require a formal grant amendment. Any line item shift exceeding this amount must be executed through a formal grant amendment. All requests for line item shifts must be submitted in writing and include a substantial justification for the shift. If the Agreement is formally amended for any other purpose, all line item shifts agreed to by the parties and not previously included in an amendment must be included in the amendment.

**E. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified by Government Code Chapter 4.5, commencing with Section 927.

**F. Review**

CDSS reserves the right to review service levels and billing procedures as they impact charges against this agreement.

**G. Final Billing**

Invoices for services must be received by CDSS within 90 days following each state fiscal year (July 1 through the following June 30), or 90 days following the end of the grant term, whichever comes first. The final invoice must include the statement "Final Billing."

**H. Nonresident Tax Withholdings**

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

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Exhibit B  
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## EXHIBIT B

### I. Advance Payment

Upon execution of this Agreement, Grantee may request an advance payment, not to exceed twenty five percent (25%) of the total award amount, contingent upon CDSS approval. The advance payment request must include a detailed justification for the need and the purpose of the advance. The advance payment amount shall be deducted by CDSS from invoices submitted during the grant term. CDSS shall ascertain that sufficient funds remain to be claimed by Grantee to fully liquidate the advance payment.

**CCCPP Budget Table - Monterey County**

Item	ID	Pilot Expenditure	Existing Funding Sources	Existing Funding Amount	Project Total
<b>1. Personnel (Salaries and Benefits)</b>					
Management Analyst (0.10 FTE)	1.1, 1.2, 2, 2.1, 2.4, 3, 3.5, 4, 4.4, 4.5, 5, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2	\$53,240	n/a	\$0	\$53,240
Fringe Benefits Costs	1.1, 1.2, 2, 2.1, 2.4, 3, 3.5, 4, 4.4, 4.5, 5, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2	\$40,900	n/a	\$0	\$40,900
<b>Subtotal Personnel (Salaries and Benefits) Expenses</b>		<b>\$94,140</b>		<b>\$0</b>	<b>\$94,140</b>
<b>2. Pilot Program Expenses</b>					
n/a	n/a	n/a	n/a	n/a	n/a
<b>Subtotal Pilot Program Expenses</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
<b>3. Subcontractor Expenses</b>					
Start up and Operate CSU	2, 2.1, 2.2, 2.3, 2.4, 2.5	\$1,264,893	Medi-Cal EPSDT Specialty Mental Health Services, California Health Facilities Financing Authority (CHFFA) funding, additional county funds (e.g. MHSA, Wraparound	\$22,139,271	\$23,404,164



			Reinvestment, AB 153 Child Specific Funds, etc.)		
Start up and Operate CCRP	3, 3.1, 3.2, 3.3, 3.4, 3.5	\$955,614	Medi-Cal EPSDT Specialty Mental Health Services, California Health Facilities Financing Authority (CHFFA) funding, additional county funds (e.g. MHSA, Wraparound Reinvestment, AB 153 Child Specific Funds, etc.)	\$17,460,640	\$18,416,254
Start up and Operate E-STRTP	4, 4.1, 4.2, 4.3, 4.4, 4.5	\$1,325,939	Title IV-E Placement funding, Medi-Cal EPSDT Specialty Mental Health Services, additional county funds (e.g. MHSA, Wraparound Reinvestment, AB 153 Child Specific Funds, etc.)	\$8,593,270	\$9,919,209
<b>Subtotal Subcontractor Expenses</b>		<b>\$3,546,446</b>		<b>\$48,193,181</b>	<b>\$51,739,627</b>
<b>4. Operating Expenses</b>					
n/a	n/a	n/a	n/a	n/a	n/a
<b>Subtotal Operating Expenses</b>		<b>\$0</b>		<b>\$0</b>	<b>\$0</b>
<b>5. Total Direct Charges</b>		<b>\$3,640,586</b>		<b>\$48,193,181</b>	<b>\$51,833,767</b>
<b>6. Indirect Cost Rate</b>	1.1, 1.2, 2, 2.1, 2.4, 3, 3.5, 4, 4.4, 4.5, 5, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2	<b>\$9,414</b>		<b>\$0</b>	<b>\$9,414</b>

7. Total		\$3,650,000		\$48,193,181	\$51,843,181
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**CCCPP Budget Narrative - Monterey County**

Item	ID	Pilot Expenditure	Justification/Breakdown
<b>1. Personnel (Salaries and Benefits)</b>			
Management Analyst (0.10 FTE)	1.1, 1.2, 2, 2.1, 2.4, 3, 3.5, 4, 4.4, 4.5, 5, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2	\$53,240	Salary costs for the Management Analyst are calculated at Annual Salary x 0.10 FTE. Monthly salary for the Management Analyst is \$8,873.50 and the annual salary is \$106,482. The Management Analyst is necessary for county-level oversight and leadership to implement the proposed Children's Crisis Continuum.
Fringe Benefits Costs	1.1, 1.2, 2, 2.1, 2.4, 3, 3.5, 4, 4.4, 4.5, 5, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2	\$40,900	Fringe benefits costs for the Management Analyst are calculated at \$81,802 per FTE annually. For the proposed 0.10 FTE, benefits costs total \$8,180 per year.
<b>Subtotal Personnel (Salaries and Benefits) Expenses</b>		<b>\$94,140</b>	
<b>2. Pilot Program Expenses</b>			
n/a	n/a	n/a	n/a
<b>Subtotal Pilot Program Expenses</b>		<b>\$0</b>	
<b>3. Subcontractor Expenses</b>			

<p>Start up and operate CSU</p>	<p>2, 2.1, 2.2, 2.3, 2.4, 2.5</p>	<p>\$1,264,893</p>	<p>Subcontractor budget includes expenses necessary for start up and operations of proposed CSU program to be established as part of the children’s crisis continuum. Expenses reflect full program budget, including all proposed funding sources. Expenses include personnel costs (salary and benefits) budgeted at \$16,190,881; program support costs (e.g. program supplies, staff training, staff and resource family recruitment) budgeted at \$409,905; contract services (e.g. contract psychiatry and nursing services) budgeted at \$2,376,600; child &amp; family related expenses (e.g. treatment supplies) budgeted at \$160,417; facility expenses (e.g. facility lease, utilities, facility set up costs) budgeted at \$956,400; equipment costs (e.g. equipment maintenance, expendable equipment) budgeted at \$257,244; and indirect costs budgeted at \$3,052,717. Proposed budget is based on subcontractor agency’s experience establishing and operating similar programs, utilizing agency experience of effective and efficient program structure and historical costs to inform budget projections. All included expenses are necessary for the start-up and operation of the proposed CSU program to be implemented by subcontractor. Pilot funding will be used to fund program expenses that are not otherwise funded through existing funding sources, including program start up and ongoing operational costs that are not reimbursable through Medi-Cal or are beyond the revenue anticipated from Medi-Cal EPSDT SMHS.</p>
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<p>Start up and operate CCRP</p>	<p>3, 3.1, 3.2, 3.3, 3.4, 3.5</p>	<p>\$955,614</p>	<p>Subcontractor budget includes expenses necessary for start up and operations of proposed CCRP program to be established as part of the children’s crisis continuum. Expenses reflect full program budget, including all proposed funding sources. Expenses include personnel costs (salary and benefits) budgeted at \$12,500,933; program support costs (e.g. program supplies, staff training, staff and resource family recruitment) budgeted at \$456,222; contract services (e.g. contract psychiatry and nursing services) budgeted at \$1,273,381; child &amp; family related expenses (e.g. treatment supplies) budgeted at \$303,333; facility expenses (e.g. facility lease, utilities, facility set up costs) budgeted at \$1,351,400; equipment costs (e.g. equipment maintenance, expendable equipment) budgeted at \$225,956; and indirect costs budgeted at \$2,305,029. Proposed budget is based on subcontractor agency’s experience establishing and operating similar programs, utilizing agency experience of effective and efficient program structure and historical costs to inform budget projections. All included expenses are necessary for the start-up and operation of the proposed CCRP program to be implemented by subcontractor. Pilot funding will be used to fund program expenses that are not otherwise funded through existing funding sources, including program start up and ongoing operational costs that are not reimbursable through Medi-Cal or are beyond the revenue anticipated from Medi-Cal EPSDT SMHS.</p>
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<p>Start up and operate E-STRTP</p>	<p>4, 4.1, 4.2, 4.3, 4.4, 4.5</p>	<p>\$1,325,939</p>	<p>Subcontractor budget includes expenses necessary for start up and operations of proposed E-STRTP program to be established as part of the children’s crisis continuum. Expenses reflect full program budget, including all proposed funding sources. Expenses include personnel costs (salary and benefits) budgeted at \$6,867,524; program support costs (e.g. program supplies, staff training, staff and resource family recruitment) budgeted at \$203,467; contract services (e.g. contract psychiatry and nursing services) budgeted at \$317,856; child &amp; family related expenses (e.g. treatment supplies) budgeted at \$164,500; facility expenses (e.g. facility lease, utilities, facility set up costs) budgeted at \$991,750; equipment costs (e.g. equipment maintenance, expendable equipment) budgeted at \$80,302; and indirect costs budgeted at \$1,293,810. Proposed budget is based on subcontractor agency’s experience establishing and operating similar programs, utilizing agency experience of effective and efficient program structure and historical costs to inform budget projections. All included expenses are necessary for the start-up and operation of the proposed E-STRTP program to be implemented by subcontractor. Pilot funding will be used to fund program expenses that are not otherwise funded through existing funding sources, including program start up and ongoing operational costs that are not reimbursable through Medi-Cal and not covered by Title IV-E placement funding, or are beyond the revenue anticipated from Medi-Cal EPSDT SMHS and Title IV-E placement funding.</p>
<p><b>Subtotal Subcontractor Expenses</b></p>		<p><b>\$3,546,446</b></p>	
<p><b>4. Operating Expenses</b></p>			
<p>n/a</p>	<p>n/a</p>	<p>n/a</p>	<p>n/a</p>

<b>Subtotal Operating Expenses</b>		<b>\$0</b>	
<b>5. Total Direct Charges</b>		<b>\$3,640,586</b>	
<b>6. Indirect Cost Rate</b>	1.1, 1.2, 2, 2.1, 2.4, 3, 3.5, 4, 4.4, 4.5, 5, 5.1, 5.2, 5.3, 5.4, 6.1, 6.2, 6.3, 6.4, 7.1, 7.2	<b>\$9,414</b>	
<b>7. Total</b>		<b>\$3,650,000</b>	

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Grantee agrees that the awarding Department, the State, the California State Auditor, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or end of the grant term, whichever is later, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrant related to performance of this Agreement. (Gov. Code § 8546.7, Pub. Contract Code § 10115 et seq., Cal. Code Regs., tit. 2, § 1896.)
5. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all grantees, subgrantees, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
6. **DISPUTES**: Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.
8. **INDEPENDENT CONTRACTOR**: Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.



9. **RECYCLING CERTIFICATION:** The Grantee shall certify in writing, under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply. (Pub. Contract Code § 12205.)
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subgrantees shall not deny the grant's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Grantee and subgrantees shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Grantee shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Grantee and its subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subgrants to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** Grantee shall complete the GRANTEE CERTIFICATION CLAUSES contained in Exhibit C – Attachment 1 of this Agreement.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Grantee, as provided herein, shall be in compensation for all of Grantee's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Grantee by signing this Agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Grantee shall comply with the requirements of the Government Code sections set out below.
- a. The Government Code chapter on antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code § 4550.)
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code § 4552.)
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code § 4553.)
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code § 4554.)
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code section 7110, that:

- a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Grant includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Agreement Grantee made a commitment to achieve small business participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
  - b. If for this Agreement Grantee made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Grantee must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Grantee received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Grantee; (4) that all payments under the Grant have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Gov. Code § 14841.)
20. LOSS LEADER: If this Agreement involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code. (Pub. Contract Code § 10344(e).)

ALLOC-23-0004  
CDSS/County of Monterey

Exhibit C -Att 1  
Page 1 of 5

**EXHIBIT C – ATTACHMENT 1  
GRANTEE CERTIFICATION CLAUSES**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Grantee to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Grantee Name (Printed)</i> County of Monterey		<i>Federal ID Number</i> 94-6000524
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Elsa Mendoza Jimenez, Director of Health Services		
<i>Date Executed</i> 6/13/2024   8:59 AM PDT	<i>Executed in the County of</i> Monterey	

**GRANTEE CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code § 12990 (a-f) and Cal. Code Regs., tit. 2, § 11102.) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee 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 Grantee may be ineligible for award of any future State agreements if the Department determines that any of the following has occurred: the Grantee 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: Grantee certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of Grantee's failure to comply with an order of a Federal court, which orders Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296.) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO BONO REQUIREMENT: Grantee hereby certifies that Grantee will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

Grantee agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the grant 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 grant period of less than a full year or 10 percent of its grant with the State.

Failure to make a good faith effort may be cause for non-renewal of a state grant for legal services and may be taken into account when determining the award of future grants with the State for legal services.

5. EXPATRIATE CORPORATIONS: Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 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](http://www.dir.ca.gov), and Public Contract Code section 6108.

- b. The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the granting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.3.
  8. **GENDER IDENTITY:** For agreements of \$100,000 or more, Grantee certifies that Grantee is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee 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 Grantee violates any provisions of above paragraphs, such action by Grantee shall render this Agreement void. (Pub. Contract Code § 10420.)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code § 10430(e).)

2. LABOR CODE/WORKERS' COMPENSATION: Grantee needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700.)
3. AMERICANS WITH DISABILITIES ACT: Grantee 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. GRANTEE NAME CHANGE: An amendment is required to change the Grantee'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 Department will be verifying that the Grantee 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 Revenue and Taxation Code 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. The Department will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under State law, the Grantee 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 a cease and desist order not subject to review issued pursuant to section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all grantees that are not another state agency or other governmental entity.



**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. Dispute Provisions**

1. If the Grantee disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Grantee shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Grantee believes the decision of the State representative to have been in error (if applicable, reference pertinent grant provisions);
  - c. identification of all documents and substance of all oral communication which support Grantee's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Grantee within 15 calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent grant provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Grantee files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services  
744 P Street, M.S. 9-6-646  
Sacramento, CA 95814

Attention: Bureau Chief, Policy and Technical Assistance Bureau

Pending resolution of any dispute, Grantee shall diligently continue all grant work and comply with all of the representative's orders and directions.

**B. Termination of the Agreement**

1. This Agreement may be terminated without cause by the State upon 30 days written notice to the Grantee.

**C. Debarment and Suspension**

For federally funded agreements, **Grantee certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any subgrantee utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from

**EXHIBIT D**  
**(Standard Agreement)**

participation in covered transactions by any federal department or agency. The Grantee also certifies that it or any of its subgrantees are not listed with any active exclusions on the [System for Award Management](#) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

**D. Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Grants Exceeding \$100,000 in Federal Funds.

1. For Agreements with Grantees who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement, the Grantee certifies that to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of 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 a Federal grant, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal grant, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - c. The Grantee shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

**DI. Computer Software Copyrights**

Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this grant for the acquisition, operation or maintenance of computer software in violation of copyright

**EXHIBIT D**  
**(Standard Agreement)****F. OMB Audit**

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R. § 200.512 and a copy shall be forwarded to CDSS.

**G. Subgrantees**

(Applicable to agreements in which the Grantee subgrants out a portion of the work.) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subgrantees, and no subgrantee shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be fully responsible to CDSS for the acts and omissions of its subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subgrantees is an independent obligation from the obligation of CDSS to make payments to the Grantee. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subgrantee.

**H. Indirect Costs/Administrative Overhead**

For agreements with other governmental entities and public universities, indirect costs are

expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subgrant. Any subgrantee receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

**I. Accessibility Requirements**

Contractor shall comply with California Government Code sections 7405 and 11135 which requires, among other things, that Contractor shall comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All Contractor deliverables shall meet the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria. Contractor shall respond to and resolve any complaint regarding accessibility of its products or services that is brought to its attention.

**EXHIBIT D**  
**(Standard Agreement)**

J. **Russia - Ukraine Conflict Economic Sanctions**

Contractor shall ensure compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions). Economic sanctions include, but are not limited to, refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), and not transferring technology to Russia or Russian entities. Contractor(s) are further notified that they will be subject to pursuant to Executive Order (N-6-22) issued March 4, 2022, and any other subsequently issued orders.

**Signature:**   
Angie Schwartz (Jun 19, 2024 11:01 PDT)

**Email:** angie.schwartz@dss.ca.gov

**Title:** Deputy Director

**Company:** STATE OF CALIFORNIA DEPARTMENT OF SOCIAL

**EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

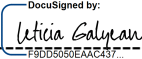
Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A.  Employs fewer than fifteen persons;
- B.  Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Business Name	SENECA FAMILY OF AGENCIES		
Name of Contractor's Designee	Leticia Galyean		
Title of Designee	President/CEO		
Street	8945 Golf Links Road		
City	Oakland	State	CA
		Zip	94605
IRS Employer Identification Number	942971761		
I certify that the above information is complete and correct to the best of my knowledge and belief.			
 ----- Signature of Contractor		Date <u>10/22/2024   2:18 PM PDT</u>	

**EXHIBIT E:  
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

“Patient information” or “confidential information” includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, “patient information” or “confidential information” includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.


Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

***By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.***

DocuSigned by:  
  
F9DB5650EAA437  
\_\_\_\_\_  
Signature of Authorized Representative  
10/22/2024 | 2:18 PM PDT  
\_\_\_\_\_  
Date

Seneca Family of Agencies  
Business Name of Contractor  
  
Leticia Galyean  
\_\_\_\_\_  
Name of Authorized Representative (printed)  
  
President/CEO  
\_\_\_\_\_  
Title of Authorized Representative

## **EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) effective **July 1, 2024** (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **Seneca Family of Agencies** (“Business Associate”) (each a “Party” and collectively the “Parties”).

### **RECITALS**

A. WHEREAS, Business Associate provides certain services for Covered Entity that involve the Use and Disclosure of Protected Health Information (“PHI”) that is created, received, transmitted, or maintained by Business Associate for or on behalf of Covered Entity.

B. WHEREAS, the Parties are committed to complying with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and their implementing regulations, including the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and E (the “Privacy Rule”), the Breach Notification Standards, 45 C.F.R. Part 160 and 164 subparts A and D (the “Breach Notification Rule”), and the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160 and Part 164, subparts A and C (the “Security Rule”) (collectively “HIPAA”), all as amended from time to time.

C. WHEREAS, the Parties are also committed to complying with the California Confidentiality Laws (defined below).

D. WHEREAS, to the extent that Business Associate is performing activities in connection with covered accounts for or on behalf of Covered Entity, the Parties are also committed to complying with applicable requirements of the Red Flag Rules issued pursuant to the Fair and Accurate Credit Transactions Act of 2003 (“Red Flag Rules”).

E. WHEREAS, the Privacy and Security Rules require Covered Entity and Business Associate to enter into a business associate agreement that meets certain requirements with respect to the Use and Disclosure of PHI. This BAA sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“EPHI”) shall be handled, in accordance with such requirements.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the Parties agree as follows:

### **AGREEMENT**

#### **1. DEFINITIONS**

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402; however, the term “Breach” as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient’s “medical information” as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a “breach of the security of the system” under Cal. Civil Code § 1798.29.

(b) “California Confidentiality Laws” shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California’s data breach law (Cal. Civil Code § 1798.29).

(c) “Protected Health Information” or “PHI” shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity’s behalf. PHI, when used in this BAA, includes EPHI.

(d) “Services” shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement (“Services Agreement”) between Covered Entity and Business Associate to which this BAA applies.

## **2. PERMITTED USES AND DISCLOSURES OF PHI**

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as



permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

### **3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI**

#### **3.1. Responsibilities of Business Associate.** Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services (“Secretary”) in a time and manner designated by the Secretary for purposes of determining Covered Entity’s or Business Associate’s compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity’s request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspect, or fails to inspect Business Associate’s internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity’s acceptance of such practices or waiver of Covered Entity’s rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

### **3.2 Business Associate Acknowledgment.**

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(b) Business Associate is not permitted to Use PHI to create de-identified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

**3.3 Responsibilities of Covered Entity.** Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

## **4. TERM AND TERMINATION**

**4.1 Term.** This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

**4.2 Termination.** If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

**4.3 Automatic Termination.** This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

**4.4 Effect of Termination.** Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

## **5. MISCELLANEOUS**

**5.1 Survival.** The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

**5.2 Amendments; Waiver.** This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

**5.3 No Third Party Beneficiaries.** Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**5.4 Notices.** Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

Seneca Family of Agencies  
Attn: Leticia Galyean Executive Officer  
8945 Golf Links Road  
Oakland, CA 94605  
Phone: (510) 760-6858  
Fax: (510)317-1426  
Email: leticia\_galyean@senecacenter.org

If to Covered Entity, to:

County of Monterey Health Department  
Attn: Compliance/Privacy Officer  
1270 Natividad Road  
Salinas, CA 93906  
Phone: 831-755-4018  
Fax: 831-755-4797  
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

**5.5 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

**5.6 Relationship of Parties.** Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

**5.7 Choice of Law; Interpretation.** This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

**5.8 Indemnification.** Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the “County”), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

**5.9 Applicability of Terms.** This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

**5.10 Insurance.** In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate’s required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	\$2,000,000
12,001 – 30,000	\$3,000,000
30,001 – 60,000	\$5,000,000
More than 60,000	\$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

**5.11 Legal Actions.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

**5.12 Audit or Investigations.** Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

**5.13 Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

**5.14 No Offshore Work.** In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

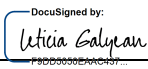
**5.15 Information Blocking Rules.** Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.



IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

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

Print Name: Leticia Galyean \_\_\_\_\_ Print Name: \_\_\_\_\_

Print Title: President and CEO \_\_\_\_\_ Print Title: \_\_\_\_\_

Date: 10/22/2024 | 2:18 PM PDT \_\_\_\_\_ Date: \_\_\_\_\_