



COSD CLERK OF THE BOARD
2025 MAR 7 PM 1:22

WILLIAM P. MORGAN, P.E.
INTERIM DIRECTOR

PUBLIC WORKS
5510 OVERLAND AVENUE, SUITE 410, SAN DIEGO, CALIFORNIA 92123-1237
(858) 694-2212

February 26, 2025

To: Andrew Potter, Executive Officer/Clerk of the Board of Supervisors
Clerk of the Board of Supervisors

From: William P. Morgan, P.E., Interim Director William Morgan
Department of Public Works Morgan

Subject: STATE ROUTE 125 OTAY MESA RD FREEWAY MAINTENANCE AGREEMENT

Digitally signed by William Morgan
Date: 2025.02.26
13:36:05 -08'00'

Department of Public Works (DPW) requests that the Clerk of the Board execute five (5) copies of the attached Freeway Maintenance Agreement (FMA 11-8403) signed by the Clerk of the Board. On January 8, 2025 (1), the County of San Diego Board of Supervisors approved the FMA and authorized the Clerk of the Board and Director of Public Works to execute the agreement with Caltrans. The FMA defines maintenance responsibilities between Caltrans and County related to facilities located within the State's right-of-way, consistent with the 2002 Freeway and Cooperative Agreement.

If you have questions or concerns related to this request, please contact Frank Arebalo, Program Manager, Field Engineering, at Frank.Arebalo@sdcounty.ca.gov or by calling (858) 344-9545.

Attachments:

- Five (5) copies of the FMA
- Board letter and minute order from January 8, 2025, Board hearing

cc: Murali Pasumarthi, Department of Public Works
Frank Arebalo, Department of Public Works
Nicolas Gustafson, Department of Public Works

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS - LAND USE
WEDNESDAY, JANUARY 08, 2025**

MINUTE ORDER NO. 1

**SUBJECT: STATE ROUTE 125 OTAY MESA ROAD FREEWAY MAINTENANCE
AGREEMENT AND RELATED CEQA EXEMPTION (DISTRICT: 1)**

OVERVIEW

This is a request to approve a Freeway Maintenance Agreement (FMA) to define maintenance responsibilities between Caltrans and County related to specific facilities located within the State's right-of-way in the unincorporated area. On February 23, 2000, the California Transportation Commission added State Route (SR) 125 South to the State freeway system. On January 16, 2002 (10), the County of San Diego (County) entered into a Freeway and Cooperative Agreement with California Department of Transportation (Caltrans) to define the responsibilities of each agency for closure, relocation, construction and maintenance of roads in the unincorporated area that will be affected with the construction of SR 125 South project (Project) in East Otay Mesa. In January 2024, Caltrans completed the construction of the Project.

The County will have maintenance responsibility for portions of Otay Mesa Road within the State's right-of-way to ensure ongoing access and safety for the public. A right-of-way is defined as an area designated for use as a public street, including the travel portion of the street, the shoulders, curbs, gutters, sidewalks, utilities, drainage facilities, traffic signs and any other improvements. Caltrans will continue to maintain all its freeway facilities in its right-of-way, including freeway surfaces, on and off-ramps, and bridge structures. This is a request to approve a Freeway Maintenance Agreement (FMA) for the Project to define maintenance responsibilities between Caltrans and County related to facilities located within the State's right-of-way, consistent with the 2002 Freeway and Cooperative Agreement.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Find that the proposed activity is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(3) and 15378. Section 15060(c)(3) specifies that activities which do not cause a direct or reasonably foreseeable indirect physical change in the environment are not considered "projects." Since entering into the freeway maintenance agreement (FMA) will have no impact on the environment, it does not meet the definition of a project and is therefore not subject to CEQA review.
2. Approve and authorize the Clerk of the Board and the Director, Department of Public Works to execute, upon receipt, four copies of the State Route 125 Otay Mesa Road FMA 11-8403 with Caltrans.

EQUITY IMPACT STATEMENT

Otay Mesa Road is an important route to connect to new and future developments in the East Otay Mesa area. These developments will provide jobs and support other economic opportunities to serve East Otay Mesa, which is an underserved community. Through the County of San Diego's (County's) partnership with Caltrans, Caltrans completed the construction of State Route 125 South (Project),

which included a new overpass spanning Otay Mesa Road, with north and southbound access ramps connecting to Otay Mesa Road. These actions will provide connectivity to the community members in these new developments.

SUSTAINABILITY IMPACT STATEMENT

Today's action will support the County's sustainability initiatives of the by ensuring the proper maintenance of County roads. Maintaining County roads has benefits to sustainability in terms of the economy, environment, social health, and well-being. Maintaining roads in a timely manner prevents more costly maintenance treatments in the future, thereby supporting economic sustainability. Well-maintained roads allow vehicle owners to use fewer resources for vehicle maintenance and operation providing social sustainability benefits. Drainage improvements proposed in this action, such as rehabilitating culverts, curbs, and gutters contribute to the County's sustainability goals to improve water quality and extend the useful life of facilities, by protecting County-maintained roads from costly and resource-intensive repairs.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year (FY) 2024-25 Operational Plan in the Department of Public Works, Road Fund. If approved, the estimated fiscal impact associated with the approval of the State Route 125 Otay Mesa Road Freeway Maintenance Agreement is approximately \$5,000 per year for ongoing maintenance starting in FY 2024-25. The funding source is State Highway User Tax Account (HUTA). There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Montgomery Steppe, seconded by Supervisor Desmond, the Board of Supervisors took action as recommended, on Consent.

AYES: Anderson, Lawson-Remer, Montgomery Steppe, Desmond

ABSENT: (District 1 Seat Vacant)

State of California)
County of San Diego)

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors

Signed
by Andrew Potter

JANUARY 08, 2025



**FREEWAY MAINTENANCE AGREEMENT
WITH COUNTY OF SAN DIEGO**

THIS AGREEMENT is made effective this 8th day of January, 2025, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE," and the County of San Diego; hereinafter referred to as "COUNTY," and collectively referred to as "PARTIES."

RECITALS:

- A. WHEREAS, on January 16, 2002, a Freeway Agreement (2002 Agreement) was executed between COUNTY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route 125 (SR-125) within the jurisdictional limits of the COUNTY as a freeway; and
- B. WHEREAS, recent adjustments to said freeway have now been completed or are nearing completion under Expenditure Authorization (EA) 288811, and the PARTIES hereto mutually desire to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local COUNTY streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits; and
- C. WHEREAS, pursuant to Section 7 of the above-referenced Freeway Agreement(s), COUNTY has resumed or will resume control and maintenance over each of the affected relocated or reconstructed COUNTY streets, except for those portions adopted as part of the freeway proper.
- D. WHEREAS, this Freeway Maintenance Agreement is intended to clarify the PARTIES' maintenance obligations, as set forth in the 2002 Agreement;
- E. WHEREAS, in the event of a conflict between this Freeway Maintenance Agreement and the 2002 Agreement, this Freeway Maintenance Agreement shall govern;

NOW THEREFORE IT IS AGREED:

1. The PARTIES agree that the Recitals set forth above are true and correct and are incorporated into this Freeway Maintenance Agreement by reference.
2. COUNTY agrees to continue their control and maintenance of each of the affected relocated or reconstructed COUNTY streets and roads as shown on that plan map attached hereto, marked Exhibit "A," and made a part hereof by this reference.
3. STATE agrees to continue control and maintenance of those portions adopted as a part of SR-125 proper as shown Exhibit "A."
4. When a planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' division of maintenance responsibility as described herein, STATE will provide a new dated and revised Exhibit "A" for review and approval by COUNTY, which approval shall not unreasonably be denied by COUNTY, which will thereafter supersede the attached original Exhibit "A" and become part of this Agreement.
5. COUNTY and STATE agree to accept their respective operational and maintenance responsibilities and related associated costs thereof in the event jurisdictional boundaries of the PARTIES should change and Exhibit "A" is amended by STATE, the amendment approved by COUNTY, and a new Exhibit "A" substituted and made a part of this Agreement to reflect those changes.
6. COUNTY must obtain the necessary Encroachment Permit(s) from STATE's District 11 Encroachment Permit Office prior to entering STATE right of way to perform COUNTY maintenance responsibilities. The permit(s) will be issued at no cost to COUNTY.
7. **VEHICULAR AND PEDESTRIAN UNDERCROSSINGS**
 - a) STATE will maintain the structure proper of all STATE-constructed undercrossings of STATE freeways while the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations, and traffic service facilities that may be required for the benefit or control of traffic (both vehicular and other) using that undercrossing will be maintained by COUNTY.

- b) COUNTY will request STATE's District Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between the traveled way portion of the under-roadway surface and the structure that results from modifications to the under roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's District Transportation Permit Engineer prior to starting work. Upon completion of that work, a clearance diagram will be furnished to STATE's District Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

8. INTERCHANGE OPERATION

It is STATE's responsibility to provide for efficient operation of freeway interchanges, including ramp connections to local streets and roads.

9. LEGAL RELATIONS AND RESPONSIBILITIES

- a) Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- b) Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by, under, or in connection with any work, authority, or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- c) Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority, or jurisdiction conferred upon COUNTY and arising under this Agreement. It is understood and agreed that COUNTY shall fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by COUNTY under this Agreement.

d) Labor Code Compliance / Prevailing Wages:

If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. COUNTY must conform to the provisions of Labor Code sections 1720 through 1815 and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

e) Prevailing Wage Requirements in Subcontracts:

COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in COUNTY's contracts.

f) Insurance:

COUNTY agrees to deliver evidence of self-insured coverage in a form satisfactory to STATE, along with a signed copy of the Agreement. If the work performed under this Agreement is done by COUNTY contractor(s), COUNTY shall require its contractor(s) to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate; and coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE and shall be delivered to the STATE with a signed copy of this Agreement.

10. TERM OF AGREEMENT - This Agreement shall become effective on the date appearing on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause. It being understood and agreed, however, that the execution of this Freeway Maintenance Agreement shall not affect any pre-existing obligations of COUNTY to maintain other designated areas until a written notice from STATE has been issued that work in such areas, which COUNTY has agreed to maintain pursuant to the terms of a Freeway Agreement, has been completed.

The PARTIES are empowered by Street and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF SAN DIEGO

William
BY Morgan
COUNTY Executive

Digitally signed by William Morgan
Date: 2025.02.10
12:19:05 -08'00'

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

TONY TAVARES
Director of Transportation

ATTEST:

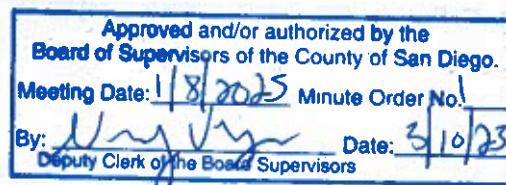
BY 
COUNTY Clerk

BY _____
District Division Chief
Maintenance

APPROVED AS TO FORM AND LEGALITY:

Thomas.Bosworth
BY @sdcountry.ca.gov
Thomas L. Bosworth, Sr. Deputy,
County of San Diego

Digitally signed by Thomas Bosworth@sdcountry.ca.gov
Date: 2025.02.14 13:01:57 -08'00'



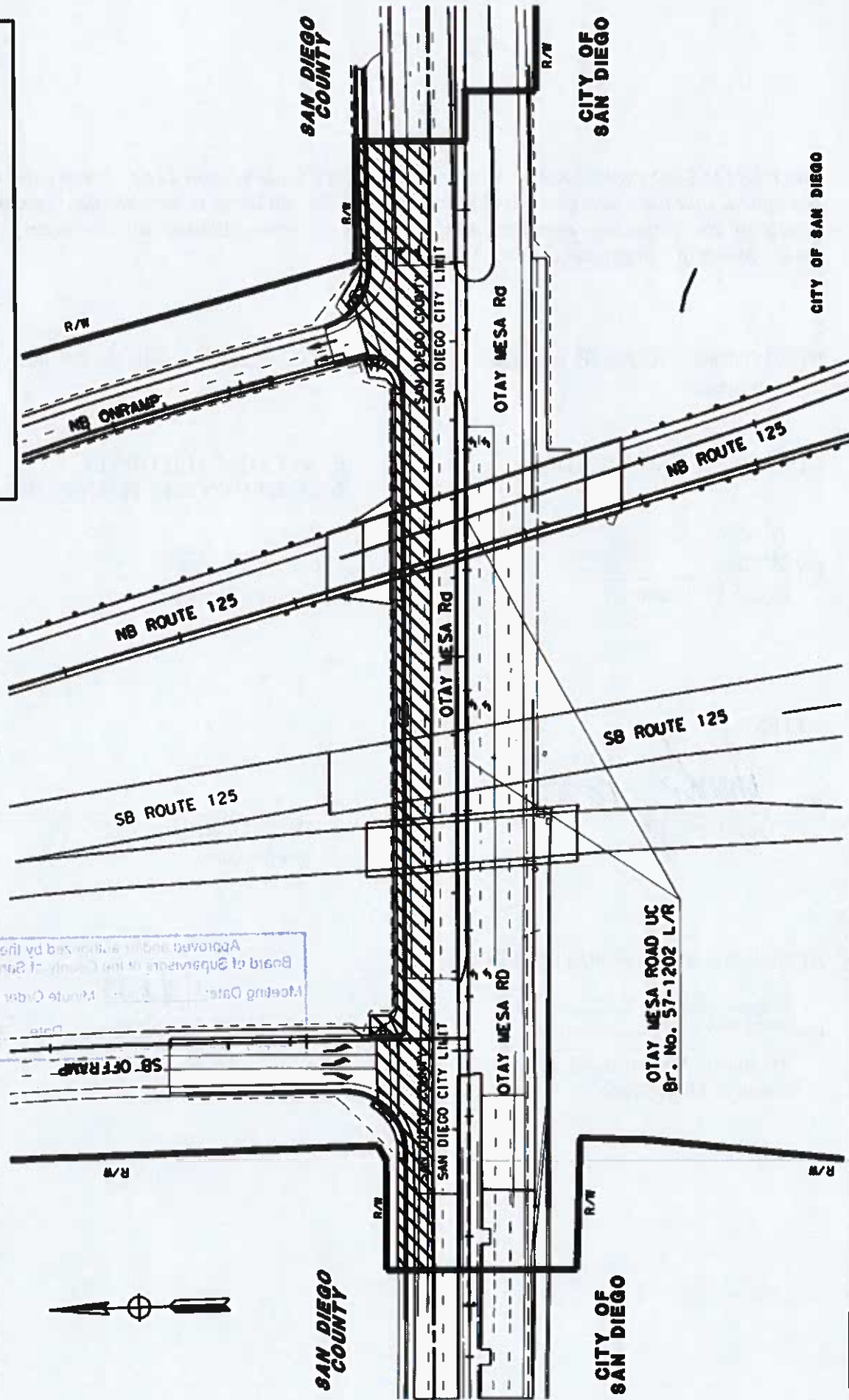
FREEWAY MAINTENANCE AGREEMENT

EXHIBIT "A"

SHEET 1 OF 1 SHEETS

| DIST. | CO | RTE. | POST MILE |
|-------------|----|------|-----------|
| 11 | SD | 125 | 0.74 |
| FMA 11-8403 | | | 3/21/24 |

Meeting Date: _____
 Approved and authorized by the
 Board of Supervisors of the County of San Diego
 Date: _____
 Order No. _____



**AREA WITHIN FREEWAY LIMITS
 TO BE MAINTAINED BY COUNTY**





COSD CLERK OF THE BOARD
2025 MAR 11 PM 1:51

County of San Diego

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, SUITE 206 MAIL STOP P-501
SAN DIEGO, CA 92101-2417
(619) 515-6555 • FAX (619) 515-6556

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

February 14, 2025

To: Andrew Potter
Clerk of the Board of Supervisors

From: Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer
Health and Human Services Agency

AMENDMENT 1 TO GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE CALIFORNIA PUBLIC HEALTH WORKFORCE CAREER LADDER EDUCATION AND DEVELOPMENT PROGRAM GRANT

1. **Action Required:**
 - a. Requesting review and signature on Amendment 1 to grant agreement from the California Department of Public Health (CDPH) for the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).
 - b. Amendment 1 to the PH-Career Ladder grant increases award by \$123,750.
2. **Background and Expected Outcome:**
 - a. On 8/30/2023, COB signed the original grant agreement with CDPH for a total award of \$116,634.
 - b. On 12/10/2024 CDPH notified Health and Human Services Agency, Public Health Services of Amendment 1 to the grant agreement. Amendment 1 increases funding by \$123,750, for a revised cumulative amount of \$240,384.
 - c. Term of Agreement: 7/1/2022 through 6/30/2026.
 - d. Fiscal Impact: \$123,750 increase in funding for a revised cumulative amount of \$240,384 for expenditure through 6/30/2026. This funding is full cost recovery, expenditures and revenue are \$240,384.
 - e. This funding allocation applies to *Live Well San Diego* by ensuring the local health department has a pipeline of trained health professionals which will continue to ably improve the health and well-being of San Diego County residents.
3. **Reason for Requested Action:**
 - a. Clerk of the Board of Supervisors signature is required to execute Amendment 1.
 - b. Requesting two signed copies of Amendment 1, one copy to be kept on file with the Clerk of the Board of Supervisors.

If there are questions, or if additional information is required, please contact Maria Garcia by phone at (619) 535-5665 or by email at Maria.Garcia6@sdcounty.ca.gov.

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

| | | | | | |
|-----------------------------|---|-------------|-------------------------|----------|--------------|
| Date: | 2/13/25 | Department: | HHSA-PHS-Administration | | |
| Contract Begin Date: | 7/1/22 | End Date: | 6/30/26 | Grant: | Yes |
| *Oracle Award #: | 100257 | Org #: | 45055 | Amount: | \$123,750 |
| Contact Person: | Maria Garcia | | | Phone #: | 619-535-5665 |
| Contracting Agency/Grantor: | California Department of Public Health | | | | |
| Description: | Agreement Number 22-11323. Amendment #1 to the agreement with the CDPH for the California Public Health Workforce Career Ladder Education and Development Program Grant | | | | |

- ☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Hernandez, Elizabeth A. Digitally signed by Hernandez, Elizabeth A. Date: 2025.02.14 15:58:09 -08'00' Date:

Approved By:

| | | | |
|-------------------------------|--|-------|-----------|
| Group Finance Director: |  | Date: | 3-10-25 |
| County Counsel: | Katherine Hart Digitally signed by Katherine Hart Date: 2025.02.18 13:55:16 -08'00' | Date: | |
| Chief Administrative Officer: |  | Date: | 03/11/25 |
| Office of Financial Planning: |  | Date: | 3/11/2025 |

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

| | |
|-----------------|--------------------|
| OFP USE ONLY | |
| Init: TK | OFP#: 25-67 |



REVENUE AGREEMENT/GRANT/MOU CHECKLIST

(To be completed by Region/Division)

| TYPE | Grant Acceptance | Application Due Date | Estimated Date of Approval |
|------|---|--|---|
| 1. | Revenue Agreement/ Grant/MOU Title: | Agreement Number 22-11323. Amendment #1 to the agreement with the CDPH for the California Public Health Workforce Career Ladder Education and <input checked="" type="checkbox"/> | |
| 2. | Summarize purpose of Revenue Agreement/ Grant/MOU: | Provides funding for Clinical Credentialing and Stipends for Degree Programs for Public Health Services staff. Term of grant is 7/1/2022 through 6/30/2026. | |
| 3. | What is the key Strategy Initiative(s)? | Other <input type="checkbox"/> | |
| 4. | Why should HHSA pursue this funding source? | To fund Clinical Credentialing and Stipends for Degree Programs for Public Health Services staff. Supports worker upskilling to improve retention of the existing public health workforce and help incumbent workers develop their <input checked="" type="checkbox"/> | |
| 5. | Full Cost Recovery? | <input checked="" type="radio"/> Yes <input type="radio"/> Waiver requested | |
| 6. | Enter Distribution Amount: | Total \$ <u>\$123,750.00</u> Direct <u>\$123,750.00</u> External Indirect _____ Internal Indirect _____ | |
| 7. | Annual \$ distribution? | Term <u>State Fiscal Year</u> | |
| | \$123,750.00 | <input type="checkbox"/> More Than 5 Years? | Match or MOE requirement? <input type="checkbox"/> Match <input type="checkbox"/> Inkind <input type="checkbox"/> |
| | Year 1 _____ | | |
| | Year 2 _____ | | |
| | Year 3 <u>\$90,000.00</u> | | |
| | Year 4 <u>\$33,750.00</u> | | |
| | Year 5 _____ | | |
| 8. | Board date and minute order #: Not required | | |
| 9. | Revenue Agreement/Grant/MOU funds: <input type="checkbox"/> Salaries & Benefits <input checked="" type="checkbox"/> Services & Supplies <input type="checkbox"/> Contracts <input type="checkbox"/> Fixed Assets | | |
| 10. | Comments: Original award amount was \$116,634. Amendment #1 adds \$123,750, for an updated cumulative award amount of \$240,384. | | |
| 11. | Contact Information: | Name <u>Maria Garcia</u> Phone Number <u>(619) 535-5665</u> | <input type="button" value="Submit by Email"/> <input type="button" value="Clear Form"/> |



County of San Diego Revenue Fact Sheet

O.F.P. Use Only

Date Rec'd

ACCOUNT NUMBER ASSIGNED: 45405

1. Department ORG: # D5950 Department Name: Public Health Services Administration
Contact Person: Maria Garcia Phone: (619)535-5665
Low Org: # 45055 (optional)

2. Requested Revenue Account Title: _____

3. Anticipated Annual Revenue: \$ 61,875

4. Revenue will be Budgeted Beginning with: F.Y. 24/25

5. A. Source of Revenue: ☐ Federal ☐ Federal ARRA* Stimulus ☒ State
☐ Public Agency ☐ Individual ☐ Other
* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain:

California Public Health Workforce Career Ladder Education and Development Program Grant Round Two.

B. Authority: _____

C. Form of Revenue: ☒ Grant ☐ Subvention ☐ Fee ☐ License ☐ Contract ☐ Other
If Fee or License, indicate amount: \$ _____

Please Explain:

California Public Health Workforce Career Ladder Education and Development Program Grant.

D. Service Provided: To fund Clinical Credentialing and Stipends for Degree Programs for Public Health Services staff. Supports worker up skilling to improve retention of the existing public health workforce and help incumbent workers develop their skills to meet future public health demands.

E. Means of Projecting for Budget (formula used): Per Award Agreement

F. How is the Revenue Received: ☐ Reimbursements ☒ Advances ☐ Other

Please Explain:

Received lump sum amount per fiscal year of Grant term.

G. When is the Revenue Received: ☒ Annually ☐ Quarterly
☐ Monthly ☐ Daily ☐ Other

Please Explain:

6. Cost Recovery: ☒ Full Recovery ☐ A-87 ☐ Other

Please Explain:

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: **Maria Garcia** Digitally signed by Maria Garcia
Date: 2025.02.13 08:18:29 -08'00'

Date: Feb 13, 2025

B-29 Costs

| | |
|----------------------|---|
| Staffing | |
| Salaries | - |
| Benefit @ 72.82% | - |
| TOTAL S&B | - |

| | |
|------------------------------|-------------------|
| Services and Supplies | |
| Office supplies | - |
| Telecom | - |
| IT | - |
| Contract Costs | - |
| Travel | - |
| Contract ISF | - |
| Rent | - |
| Utilities | - |
| Other | 240,384.00 |
| TOTAL S&S | 240,384.00 |

| | |
|---------------------------|-------------------|
| TOTAL DIRECT COSTS | 240,384.00 |
|---------------------------|-------------------|

| | |
|------------------------|---|
| INDIRECT COSTS | |
| Internal Indirects | - |
| External Indirects | - |
| TOTAL INDIRECTS | - |

| | |
|--------------------------------|-------|
| PROGRAM INDIRECT RATES* | |
| Internal Rate | 0.00% |
| External Rate | 0.00% |

| | |
|------------------------------|-------------------|
| TOTAL COSTS (B20+B26) | 240,384.00 |
|------------------------------|-------------------|

| | |
|--------------------------|-------------------|
| REVENUE | |
| Direct Revenue Allowed | 240,384.00 |
| Indirect Revenue Allowed | - |
| TOTAL REVENUE | 240,384.00 |

| | |
|---------------------------|---|
| Unrecovered Direct Cost | - |
| Unrecovered Indirect Cost | - |
| Total B-29 Costs | - |

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) or Alberto Magarro (619-990-3306) for your program's rates

CALIFORNIA Director's Office – Operations PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of San Diego, hereinafter "Grantee"

**Implementing the project, "California Public Health Workforce Career Ladder
Education and Development Program," hereinafter "Project"**

AMENDED GRANT AGREEMENT NUMBER 22-11323, A1

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) and Health and Safety Code 131085(b)(4).

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to:

Increase the grant funding to allow the Grantee to continue performing more of the same services as identified in the Exhibit A Grantee's Application and to reimburse the Grantee accordingly. Additionally, Exhibit A, Attachment 1 and Exhibit B are being replaced in its entirety.

AMENDED GRANT AMOUNT: This amendment changes the total grant amount from \$116,634 to \$240,385 (Two Hundred Forty Thousand Three Hundred Eighty Five Dollars).

REVISED Exhibit A, ATTACHMENT 1 – Is hereby attached and will be incorporated by reference.

REVISED Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS – Is hereby attached and will be incorporated by reference.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant

will be:

| | |
|--|--|
| California Department of Public Health | Grantee: County of San Diego |
| Name: Kristen Guerrero | Name: Wilma J. Wooten, M.D., M.P.H., and Elizabeth A. Hernandez, Ph.D. MG 1/06/25 |
| Address: 1615 Capitol Ave. | Address: 5469 Kearny Villa Road, Suite 2000, Mail Stop P-578 |
| City, ZIP: Sacramento, CA | City, ZIP: San Diego, CA 92123 |
| Phone: 916-719-5784 | Phone: (619) 542-4181 (Wilma) MG 1/06/25 (619) 293-4710 (Elizabeth) |
| Fax: | Fax: |
| E-mail: Kristen.guerrero@cdph.ca.gov | E-mail: Wilma.Wooten@sdcountry.ca.gov and Liz.Hernandez@sdcountry.ca.gov MG 1/06/25 |

Direct all inquiries to:

| | |
|--|--|
| California Department of Public Health, Director's Office | Grantee: County of San Diego |
| Attention: Kristen Guerrero | Attention: Jo-Ann Julien, B.A., M.Ed. |
| Address: 1615 Capitol Ave. | Address: 5469 Kearny Villa Road, Suite 2000, Mail Stop P-578 |
| City, Zip: Sacramento, CA | City, Zip: San Diego, CA 92123 |
| Phone: 916-719-5784 | Phone: (619) 980-6641 |
| Fax: | Fax: |
| E-mail: Kristen.guerrero@cdph.ca.gov | E-mail: JoAnn.Julien@sdcountry.ca.gov |

All payments from CDPH to the Grantee; shall be sent to the following address:

| |
|--|
| Remittance Address |
| Grantee: County of San Diego |
| Attention "Cashier": SD County Treasurer HHSA Warrant Processing ATTN: Toan Pham |
| Address: P.O. Box 102311 |

State of California – Health and Human Services Agency – California Department of Public Health
CDPH 1229A (Rev. 09/2022)

City, Zip: Pasadena, CA 91189-2311

Phone: (619) 481-1810

Fax:

E-mail: Toan.Pham@sdcounty.ca.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date:

3/13/2025


Andrew Potter, Executive Officer/Clerk
of the Board of Supervisors

1600 Pacific Highway, Room 402, Mail
Stop: A-45

San Diego, CA 92101-2417

Date:

 ~~Tim Bow, Procurement Officer~~ Vanessa Manson, Chief
Management
Contracts and ~~Purchasing~~ Services
Section, Unit C

California Department of Public Health

1616 Capitol Avenue, Suite 74.317, MS
1802

P.O. Box 997377

Sacramento, CA 95899-7377

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.

By:  Date: 3/12/25
Deputy Clerk of the Board Supervisors



California Department of Public Health **MEMORANDUM**

DATE: June 28, 2023

TO: County of San Diego - Health and Human Services Agency

FROM: California Department of Public Health

SUBJECT: Notice of Award California Public Health Workforce Career Ladder and Education (PH-Career Ladder) Program – Rounds 1 and 2

In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder).

Originally, the Administration's January budget plan proposed a reduction to current year funding, and as noted in the April 21, 2023, Memorandum, CDPH was only able to allocate a portion of the original funds to projects, and in such cases, only for use during the first two (2) years of the the program (Round 1 Funding Memorandum). Per the June 20, 2023 Memorandum, as part of the May Revision and 2023 Budget Act, the Administration restored all original funding to the PH-Career Ladder allowing CDPH to allocate additional funding for the full four (4) year period of the program for all previously funded projects and to allow additional projects to be funded as well (Round 2 Funding Memorandum).

According to the Memorandum dated May 1, 2023 (the Round 1 Funding Notice of Award), County of San Diego - Health and Human Services Agency was awarded funding for up to two years as requested for PH- Career Ladder Program Projects #1, and #3. Round 2 funding provides these projects with funding for years 3 and/or 4 of the program for a total of \$240,384.38.

The total for all awarded projects over the 4-year period is \$240,384.38.

Round 1 and 2 Funding Summary of Awarded Project(s):

Project #1

Clinical Credentialing, Priority #1.

Scope of Work:

Funding will be directed to cover costs of clinical credentialing, CEUs to maintain license or certification, exam fees, registration fees, or other education or training course related to nurses, epidemiologists, CD Investigators, Microbiologists. Provide up to \$2400 per 18 employees.

Round 1 Awarded Funds:

FY 22/23: \$45,000

FY 23/24: \$39,825

Round 2 Awarded Funds:

FY 24/25: \$45,000

FY 25/26: \$45,000

Project #3

Stipends for Degree Programs, Priority #3.

Scope of Work:

Provide stipends to off-set costs of professional training related to health and human services including degree programs for matching County's partial tuition reimbursement amount. Provide incentives for staff to continue education. County currently provides up to \$2888 annually – this would be an extra incentive to finish degrees. Would provide \$600 per employee per year, stipends could also be used for professional association membership fees to broaden external partnerships and relationships. Target would be all tiers of the organization.

Round 1 Awarded Funds:

FY 22/23: \$16,875

FY 23/24: \$14,934.38

Round 2 Awarded Funds:

FY 24/25: \$16,875

FY 25/26: \$16,875

Round 1 and 2 Combined Funding Schedule:

Funding can be requested via invoice to CDPH's Project Representative at the beginning of each Fiscal Year (FY), according to the payment schedule below:

| | |
|----------|--------------|
| FY 22/23 | \$61,875 |
| FY 23/24 | \$54,759.38 |
| FY 24/25 | \$61,875 |
| FY 25/26 | \$61,875 |
| TOTAL | \$240,384.38 |

Funding Terms

The grant's funding period will be July 1, 2022 through June, 30, 2026. The first year of funding is available for encumbrance or expenditure until June 30, 2024, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

Reporting and Evaluation Requirements

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage

CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities.

Local Health Jurisdiction's Project Representative:

Grantee: County of San Diego

Name: ~~Wilma J. Wooten, M.D., M.P.H., and Elizabeth A. Hernandez~~, MG 1/06/25

Address: Ph.D. 5469 Kearny Villa Road, Suite 2000, Mail Stop P-578

City, ZIP: San Diego, CA 92123

Phone: ~~(619) 542-4181~~ and (619) 293-4710 MG 1/06/25

E-mail: ~~Wilma.Wooten@sdcounty.ca.gov~~ and Liz.Hernandez@sdcounty.ca.gov MG 1/06/25
MG

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon execution of the Grant and at the beginning of each State Fiscal Year (FY) (July 1), Grantee may submit a single invoice for each FY consistent with the table below for a total amount not to exceed the total amount specified on the CDPH 1229 Grant Agreement.

| Grant Fiscal Year | Amount |
|-------------------|--------------|
| 2022/2023* | \$61,875.00 |
| 2023/2024 | \$54,759.00 |
| 2024/2025 | \$61,876.00 |
| 2025/2026 | \$61,875.00 |
| Total | \$240,385.00 |

*The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program.

- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

Kristen Guerrero
California Department of Public Health
Directors Office
1815 Capitol Ave.
Sacramento, CA 95814
Kristen.guerrero@cdph.ca.gov

- C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

- Cl. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the

Exhibit B
Budget Detail and Payment Provisions

program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

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

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Career Ladder Grant
County of San Diego-Health and Human Services Agency-Public Health Services
Grant #: 22-11323

| | FY 2022/23 | FY 2023/24 | FY 2024/25 | FY 2025/26 | Totals |
|---|-------------------|-------------------|-------------------|-------------------|---------------|
| Personnel | \$ - | \$ - | \$ - | \$ - | \$ - |
| Services and Supplies •Funding will be directed to cover costs of clinical credentialing, continuing education units required to maintain license or certification, tuition, registration fees, or other educational and/or training course related expenses (e.g., Nurses, Epidemiologists, Communicable Disease Investigator, Microbiologists), including payment of licensure costs, and examination fees). Year #1: \$45,000 & Year #2: \$39,825 •Funding will be directed to provide stipends towards degree programs, training, or professional association memberships. Year #1: \$16,875 & Year #2: 14,934 | \$ 61,875 | \$ 54,759 | \$ 61,875 | \$ 61,875 | \$ 240,384 |
| Indirect | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ 61,875 | \$ 54,759 | \$ 61,875 | \$ 61,875 | \$ 240,384 |



WILLIAM P. MORGAN, P.E.
INTERIM DIRECTOR

**PUBLIC WORKS
COUNTY AIRPORTS**
1960 JOE CROSSON DRIVE, EL CAJON, CA 92020
(619) 956-4800 FAX (619) 956-4801
www.sdcountyairports.com

February 28, 2025

To: Clerk of the Board (A45)
County Board of Supervisors

From: Maru Cham
Real Property Agent, Airports (S119)
Department of Public Works

MCCLELLAN-PALOMAR AIRPORT – WESTERN FLIGHT, INC. – COUNTY CONTRACT NOS. 75728R, 75729R, AND 75730R – REQUEST TO EXECUTE LEASE AMENDMENTS AS APPROVED BY THE BOARD OF SUPERVISORS ON NOVEMBER 7, 2023 (12)

Enclosed are three (3) copies of each of the Amendments to three (3) Aviation Leases with Western Flight, Inc. which were approved for signature by the County Board of Supervisors on November 7, 2023 (12). A copy of the Minute Order is attached for your reference.

Therefore, I respectfully request that the three (3) copies of each lease amendment be executed by the Clerk of the Board on behalf of the Board of Supervisors, and that two (2) original copies be held for pickup by County Airports. The third copy of each of these three (3) lease amendments is for your records.

Please contact me at (858) 294-8052 as soon as these documents are executed and available for pickup.

Sincerely,

A handwritten signature in blue ink, appearing to read "Maru Cham", is written over a horizontal line.

MARU CHAM

Enclosures



COUNTY OF SAN DIEGO

LAND USE AGENDA ITEM

BOARD OF SUPERVISORS

NORA VARGAS
First District

JOEL ANDERSON
Second District

TERRA LAWSON-REMER
Third District

VACANT
Fourth District

JIM DESMOND
Fifth District

DATE: November 7, 2023

12

TO: Board of Supervisors

SUBJECT

MCCLELLAN-PALOMAR AIRPORT – SEVENTH AMENDMENT TO THREE AVIATION LEASES WITH WESTERN FLIGHT, INC. FOR SCHEDULED RENT ADJUSTMENT ONLY AND RELATED CEQA EXEMPTION (DISTRICT: 3)

OVERVIEW

McClellan-Palomar Airport (Palomar) is located in the City of Carlsbad (Carlsbad) and is one of eight airports owned by the County of San Diego (County) and operated by the County Department of Public Works (DPW). The County airports system is operated, maintained, and improved using lease revenues and federal and State grant funding. Palomar was constructed on County-owned property, and when it opened in 1959, the surrounding area consisted mainly of agricultural uses. Portions of Palomar were operated by the County as a municipal solid waste landfill from 1962-1975. No permanent buildings are allowed to be constructed on top of the closed landfill, and the use of the areas located over the landfill is limited to aircraft parking, taxiways, portable hangars, and auto parking. DPW performs monthly maintenance, monitoring, and mitigation, to ensure safety and protect public and environmental health. Over the last 60 years, light industrial, commercial, and recreational uses have developed around the airport. Carlsbad annexed the airport in 1978, citing economic benefits, including significant tax revenues for Carlsbad and increased services for the region. Today, the airport serves the community and region as a vital air transportation hub, an emergency services facility, and an economic engine that supports 2,590 local jobs and generates \$72 million in tax revenues and \$461 million in economic activity annually.

Palomar airport infrastructure and facilities include one runway, taxiways, commercial airline terminal building, air traffic control tower, communications, and related equipment. Palomar offers air travelers private charter flights and commercial airline service to Mammoth Lakes, California, with future flights to Las Vegas Nevada. Among services available to corporate and general aviation users at this airport are hangar and tie-down rentals, aviation fuel sales, aircraft repair, maintenance, parts, pilot supplies, and flight training. Leasing of airport land generates revenue for the Airport Enterprise Fund, which is used by DPW to ensure that all County airports are properly maintained and safe for airport users and the surrounding communities.

SUBJECT: MCCLELLAN-PALOMAR AIRPORT – SEVENTH AMENDMENT TO THREE AVIATION LEASES WITH WESTERN FLIGHT, INC. FOR SCHEDULED RENT ADJUSTMENT ONLY AND RELATED CEQA EXEMPTION (DISTRICT: 3)

On December 10, 2003 (13), the Board of Supervisors (Board) approved three new 30-year aviation leases with Western Flight, Inc. Subsequently, these leases have been amended multiple times for various reasons, including: to extend the lease terms, to provide a temporary rent abatement, to revise the outdated lease language, to update the contact information, and to implement the renegotiated rental rate adjustments. These leases require rent to be renegotiated every five years to keep current with market rates and are due for a negotiated rent adjustment as of August 16, 2023. The lessees will continue to pay the current monthly payment until the new terms are approved. Once approved the rent due will be retroactive to August 16, 2023.

This is a request to approve the proposed seventh amendment to aviation leases with Western Flight, Inc. (County Contract Numbers 75728R, 75729R, and 75730R). If approved, the amendment will increase monthly base rent, as of August 16, 2023, to reflect market rates and comparative market analysis of neighboring leaseholds, as negotiated and agreed to by parties. The annual increase in rent for Contract Number 75728R is \$2,064; for Contract Number 75729R is \$2,688; and for Contract Number 75730R is \$264, for a total of \$5,016 per year increase.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Find, in accordance with Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, that the proposed lease amendment is categorically exempt from CEQA review as it consists of the leasing of existing facilities involving negligible or no expansion of existing or former use.
2. Approve and authorize the Clerk of the Board to execute, upon receipt, three copies of the seventh amendments to aviation leases with Western Flight, Inc. (County Contract Numbers 75728R, 75729R, and 75730R). **(4 VOTES)**

EQUITY IMPACT STATEMENT

McClellan-Palomar Airport is one of eight airports owned and operated by the County of San Diego (County) that provide vital air transportation hubs, emergency response facilities, and economic engines. The County pursues delivery of these services in a fair and equitable manner and actively works to remove barriers by providing airport guests with general airport information in the County's threshold languages, encouraging participation and providing competitive opportunities for small businesses that traditionally have less working capital and business owners and managers that may be socially and economically underserved.

SUSTAINABILITY IMPACT STATEMENT

The proposal to amend this aviation lease to increase monthly base rent has economic and social sustainability benefits. This lease provides increased services for the region. The revenues from this lease are used to operate, maintain, and improve the County airports system consistent with the County sustainability goal of providing just and equitable access to County services and resources in support of sustainable communities.

SUBJECT: MCCLELLAN-PALOMAR AIRPORT – SEVENTH AMENDMENT TO THREE AVIATION LEASES WITH WESTERN FLIGHT, INC. FOR SCHEDULED RENT ADJUSTMENT ONLY AND RELATED CEQA EXEMPTION (DISTRICT: 3)

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2023-24 Operational Plan in the Department of Public Works, Airport Enterprise fund. If approved, this request will result in additional revenue of \$4,396 in Fiscal Year 2023-24, for a total current year revenue of \$265,576. It will also result in a revenue of \$266,196 in Fiscal Year 2024-25. The funding source is rental payments from the lessee under the terms of the amended lease. There would be no change in net General Fund cost and no additional staff years required.

BUSINESS IMPACT STATEMENT

Leases at airports benefit the local business community by creating jobs, increasing economic activity, providing business opportunities, and supporting infrastructure development. They attract visitors, generate revenue, and help small businesses grow, thus stimulating the local economy and improving the quality of life for residents. Airports connect individuals to jobs and local communities to the world. Revenue derived from airport leases allows DPW to operate and maintain the eight County airports, airstrips, and airpark safely, efficiently, and cost-effectively. Today's action of implementing scheduled rent adjustment to this aviation lease with Western Flight, Inc. promotes self-sufficiency of McClellan-Palomar Airport and enhances the economic viability of the County airports system.

ADVISORY BOARD STATEMENT

On September 21, 2023, Palomar Airport Advisory Committee, recommended, by a vote of 5 in favor, 0 against, 0 abstained, with 2 members absent, and 2 vacant seats, that the Board approve the proposed lease amendments with Western Flight, Inc. Contracts 75728R, 75729R, and 75730R).

BACKGROUND

McClellan-Palomar Airport (Palomar), located in the City of Carlsbad, is owned by the County of San Diego (County) and operated by the Department of Public Works (DPW). Palomar has a commercial airline terminal building with service to Mammoth Lakes, California, with future flights to Las Vegas, Nevada. DPW also has leases at Palomar with aviation operators, offering services for corporate aircraft and general aviation users, such as hangar rentals, aircraft tie-downs, aircraft maintenance, and flight training. Leasing of airport land generates revenue for the Airport Enterprise Fund, which is used by DPW to ensure that all County airports are properly maintained and safe for airport users and the surrounding communities.

On December 10, 2003 (12), the Board of Supervisors (Board) approved new aviation leases (County Contract Numbers 75728R, 75729R, 75730R) with Western Flight, Inc. On December 6, 2006 (6), the Board approved amendments to extend the term by 10 years as part of a project to provide user fee customs service and improved stormwater pollution prevention. On June 25, 2008 (5), the Board approved amendments to adjust rent. On March 24, 2010 (6), the Board approved amendments for a one-time rent credit to mitigate the effects of a runway closure, and on June 19, 2013 (14), the Board approved amendments to adjust rent and update the appraisal process.

SUBJECT: MCCLELLAN-PALOMAR AIRPORT – SEVENTH AMENDMENT TO THREE AVIATION LEASES WITH WESTERN FLIGHT, INC. FOR SCHEDULED RENT ADJUSTMENT ONLY AND RELATED CEQA EXEMPTION (DISTRICT: 3)

These leases have been previously amended for multiple reasons, such as: to extend the lease terms, to provide a temporary rent abatement, to revise the outdated lease language, to update the contact information, and to implement the renegotiated rental rate adjustments.

In accordance with Board Policy F-51, it has been standard practice for County leases to require periodic rental rate renegotiations, to keep pace with market rates. This lease requires such rent renegotiation every five years and is due for the renegotiated rent adjustment on August 16, 2023. The proposed lease amendment will increase monthly rent to reflect market rates, as negotiated and agreed to by the parties. The lessees will continue to pay the current monthly payment until the new terms are approved. Once approved the rent due will be retroactive to August 16, 2023. Today's action involves scheduled rent adjustment only. The lease amendment is not subject to the Working Families Ordinance, since there are no capital improvement projects being proposed or discretionary changes being made to the leases.

The County and the lessee have negotiated and agreed on new ground lease rates for the following leases: Approximately \$3,073 per acre per month for County Contract Numbers 75728R and 75730R (non-landfill) and \$2,505 per acre per month for 75729R, which is located over a landfill, has limited utility, and is used for their tie-down spaces. If approved, the amendments will increase monthly base rent, effective on August 16, 2023, to reflect market rates as negotiated and agreed to by the parties based on current market rent and comparative market analysis of neighboring leaseholds. The annual increase in rent for Contract Number 75728R is \$2,064; for Contract Number 75729R is \$2,688; and for Contract Number 75730R is \$264, for a total of \$5,016 per year increase.

This adjustment is contemplated in the existing lease agreement. Since these lease amendments are administrative in nature and are for scheduled rent adjustment only, all other terms of the lease would remain unchanged, and no other lease provisions are being added or modified. These leases would continue to provide for annual Consumer Price Index-based rent adjustments and for periodic rental rate renegotiations every five years. The next renegotiated rent adjustment to reflect fair market rates is scheduled to occur on August 16, 2028

ENVIRONMENTAL STATEMENT

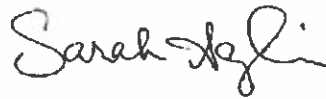
Section 15301 of the California Environmental Quality Act (CEQA) Guidelines exempts from CEQA review actions consisting of the "operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use." The key consideration in applying this exemption is whether the proposed action involves expansion of an existing use. The proposed action involves approval of an amendment to a current aviation lease with negligible or no proposed changes in use from what currently exists, and is, accordingly, exempt from CEQA review pursuant to Section 15301 of the CEQA Guidelines.

SUBJECT: MCCLELLAN-PALOMAR AIRPORT – SEVENTH AMENDMENT TO THREE AVIATION LEASES WITH WESTERN FLIGHT, INC. FOR SCHEDULED RENT ADJUSTMENT ONLY AND RELATED CEQA EXEMPTION (DISTRICT: 3)

LINKAGE TO THE COUNTY OF SAN DIEGO STRATEGIC PLAN

Today's proposed action supports the Economic Sustainability Strategic Initiative in the County of San Diego's 2023-2028 Strategic Plan. Revenue derived from airport leases is placed in the County's Airport Enterprise Fund, which aligns services to available resources, maintaining fiscal stability, and ensuring long-term solvency by using lease revenue for ongoing maintenance and operation of County Airports. Airports in San Diego County are an important part of the County's physical infrastructure and the federal transportation system and provide superior service delivery to the local aviation customers and the public which they serve.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sarah Ag Hassi".

SARAH E. AGHASSI
Deputy Chief Administrative Officer

ATTACHMENT(S)

A. Vicinity Map

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, NOVEMBER 07, 2023**

MINUTE ORDER NO. 12

SUBJECT: MCCLELLAN-PALOMAR AIRPORT - SEVENTH AMENDMENT TO THREE AVIATION LEASES WITH WESTERN FLIGHT, INC. FOR SCHEDULED RENT ADJUSTMENT ONLY AND RELATED CEQA EXEMPTION (DISTRICT: 3)

OVERVIEW

McClellan-Palomar Airport (Palomar) is located in the City of Carlsbad (Carlsbad) and is one of eight airports owned by the County of San Diego (County) and operated by the County Department of Public Works (DPW). The County airports system is operated, maintained, and improved using lease revenues and federal and State grant funding. Palomar was constructed on County-owned property, and when it opened in 1959, the surrounding area consisted mainly of agricultural uses. Portions of Palomar were operated by the County as a municipal solid waste landfill from 1962-1975. No permanent buildings are allowed to be constructed on top of the closed landfill, and the use of the areas located over the landfill is limited to aircraft parking, taxiways, portable hangars, and auto parking. DPW performs monthly maintenance, monitoring, and mitigation, to ensure safety and protect public and environmental health. Over the last 60 years, light industrial, commercial, and recreational uses have developed around the airport. Carlsbad annexed the airport in 1978, citing economic benefits, including significant tax revenues for Carlsbad and increased services for the region. Today, the airport serves the community and region as a vital air transportation hub, an emergency services facility, and an economic engine that supports 2,590 local jobs and generates \$72 million in tax revenues and \$461 million in economic activity annually.

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On December 10, 2003 (13), the Board of Supervisors (Board) approved three new 30-year aviation leases with Western Flight, Inc. Subsequently, these leases have been amended multiple times for various reasons, including: to extend the lease terms, to provide a temporary rent abatement, to revise the outdated lease language, to update the contact information, and to implement the renegotiated rental rate adjustments. These leases require rent to be renegotiated every five years to keep current with market rates and are due for a negotiated rent adjustment as of August 16, 2023. The lessees will continue to pay the current monthly payment until the new terms are approved. Once approved the rent due will be retroactive to August 16, 2023.

This is a request to approve the proposed seventh amendment to aviation leases with Western Flight, Inc. (County Contract Numbers 75728R, 75729R, and 75730R). If approved, the amendment will increase monthly base rent, as of August 16, 2023, to reflect market rates and comparative market analysis of neighboring leaseholds, as negotiated and agreed to by parties. The annual increase in rent for Contract Number 75728R is \$2,064; for Contract Number 75729R is \$2,688; and for Contract Number 75730R is \$264, for a total of \$5,016 per year increase.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. Find, in accordance with Section 15301 of the California Environmental Quality Act (CEQA) Guidelines, that the proposed lease amendment is categorically exempt from CEQA review as it consists of the leasing of existing facilities involving negligible or no expansion of existing or former use.
2. Approve and authorize the Clerk of the Board to execute, upon receipt, three copies of the seventh amendments to aviation leases with Western Flight, Inc. (County Contract Numbers 75728R, 75729R, and 75730R). **(4 VOTES)**

EQUITY IMPACT STATEMENT

McClellan-Palomar Airport is one of eight airports owned and operated by the County of San Diego (County) that provide vital air transportation hubs, emergency response facilities, and economic engines. The County pursues delivery of these services in a fair and equitable manner and actively works to remove barriers by providing airport guests with general airport information in the County's threshold languages, encouraging participation and providing competitive opportunities for small businesses that traditionally have less working capital and business owners and managers that may be socially and economically underserved.

SUSTAINABILITY IMPACT STATEMENT

The proposal to amend this aviation lease to increase monthly base rent has economic and social sustainability benefits. This lease provides increased services for the region. The revenues from this lease are used to operate, maintain, and improve the County airports system consistent with the County sustainability goal of providing just and equitable access to County services and resources in support of sustainable communities.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2023-24 Operational Plan in the Department of Public Works, Airport Enterprise fund. If approved, this request will result in additional revenue of \$4,396 in Fiscal Year 2023-24, for a total current year revenue of \$265,576. It will also result in a revenue of \$266,196 in Fiscal Year 2024-25. The funding source is rental payments from the lessee under the terms of the amended lease. There would be no change in net General Fund cost and no additional staff years required.

BUSINESS IMPACT STATEMENT

Leases at airports benefit the local business community by creating jobs, increasing economic activity, providing business opportunities, and supporting infrastructure development. They attract visitors, generate revenue, and help small businesses grow, thus stimulating the local economy and improving the quality of life for residents. Airports connect individuals to jobs and local communities to the world.

Revenue derived from airport leases allows DPW to operate and maintain the eight County airports, airstrips, and airpark safely, efficiently, and cost-effectively. Today's action of implementing scheduled rent adjustment to this aviation lease with Western Flight, Inc. promotes self-sufficiency of McClellan-Palomar Airport and enhances the economic viability of the County airports system.

ACTION:

ON MOTION of Supervisor Desmond, seconded by Supervisor Vargas, the Board of Supervisors took action as recommended, on Consent.

AYES: Vargas, Anderson, Lawson-Remer, Desmond

ABSENT: (District 4 Seat Vacant)

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER
Clerk of the Board of Supervisors



Signed
by Andrew Potter



SEVENTH AMENDMENT TO AVIATION LEASE

MCCLELLAN-PALOMAR AIRPORT

THIS SEVENTH AMENDMENT TO AVIATION LEASE ("Amendment"), is made and entered into this 7TH day of NOVEMBER, 2023, by and between the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County"), and WESTERN FLIGHT, INC., a Georgia corporation ("Lessee"), with reference to the following facts:

RECITALS

A. County and Lessee are parties to that certain Aviation Lease dated December 10, 2003, said Lease also being known as County Contract No. 75729R ("Lease").

B. The Lease was amended on December 6, 2006 to extend the term by ten (10) years ("First Amendment").

C. The Lease was amended on June 25, 2008 to adjust Section 1.9 (Rent) to reflect current market rent, and to amend Sections 4.2.1 (Consumer Price Index) and 4.8 (Delivery of Rent Payments) to update references ("Second Amendment").

D. The Lease was amended on March 24, 2010 to revise Article 4 (Rent) to provide to Lessee a one-time credit to mitigate the effects of the runway closure during the planned reconstruction of the runway pavement ("Third Amendment").

E. The Lease was amended on June 19, 2013 to revise Section 1.9 (Rent) and Section 4.3 (Rent Rate Renegotiation) ("Fourth Amendment").

F. The Lease was amended on July 25, 2018 to revise Sections 1.1 (Lessor), 1.4 (County's and Lessee's Lease Administrators), Section 4.8 (Delivery of Rent Payments), Section 1.9 (Rent), Section 3.2.1 (Calculation of "Buy-Out" Price), Section 4.4.1 (User

Fee Customs Service Fees), Section 4.5 (Sublease Rent to County), Section 6.4 (Stormwater and Non-Stormwater Discharges), delete Section 4.6 (Cellular Sites), Section 14.3 (Lessee's Representations and Warranties), Section 15.3.2.5 (Estoppel Certificate) and Section 15.5 (Transfer Premium) ("Fifth Amendment").

G. The Lease was amended on December 19, 2019 to delete in its entirety Section 4.5 (Sublease Rent to County) ("Sixth Amendment").

H. County and Lessee agree to further amend the Lease to adjust Section 1.9 (Rent).

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises contained herein, County and Lessee (herein, collectively, the "Parties" and each, a "Party") agree to amend and supplement the Lease as follows:

1. Amendment of Lease.

1.1 Section 1.9 (Rent) is hereby amended to read in its entirety as follows:

"1.9 Rent. For the period between the effective date of the Seventh Amendment to this Lease and August 15, 2023, Base Monthly Rent shall be Ten Thousand Ninety Seven Dollars (\$10,097). For the twelve-month period of this Lease commencing August 16, 2023 and ending August 15, 2024, Base Monthly Rent shall be Ten Thousand Three Hundred Twenty One Dollars (\$10,321). Base Monthly Rent shall be subject to annual cost of living adjustments pursuant to Section 4.2 (Cost of Living Adjustments ("COLA") to the Base Monthly Rent), and shall be subject to rent rate renegotiation pursuant to Section 4.3 (Rent Rate Renegotiation) every five (5) years. Base Monthly Rent is payable as stated in Section 4.1 (Base Monthly Rent)."

2. **Effect of Amendment.** Except as amended by this Amendment, the Lease and all previous amendments thereto shall remain in full force and effect. In the event of a conflict between the provisions of the Lease, including any previous amendments, and those of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment to Aviation Lease on the date first written above.

LESSEE:

WESTERN FLIGHT, INC., a
Georgia Corporation

By:



Monte Testerman, President

COUNTY:

COUNTY OF SAN DIEGO, a Political
Subdivision of the State of California

By:




Clerk, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY



SENIOR DEPUTY

| | |
|--|----------------------------|
| Approved and/or authorized by the Board of Supervisors of the County of San Diego. | |
| Meeting Date: <u>11/7/23</u> | Minute Order No. <u>12</u> |
| By:  | Date: <u>3/5/25</u> |
| Deputy Clerk of the Board Supervisors | |

SEVENTH AMENDMENT TO AVIATION LEASE

MCCLELLAN-PALOMAR AIRPORT

THIS SEVENTH AMENDMENT TO AVIATION LEASE ("Amendment"), is made and entered into this 7TH day of NOVEMBER, 2023, by and between the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County"), and WESTERN FLIGHT, INC., a Georgia corporation ("Lessee"), with reference to the following facts:

R E C I T A L S

A. County and Lessee are parties to that certain Aviation Lease dated December 10, 2003, said Lease also being known as County Contract No. 75730R ("Lease").

B. The Lease was amended on December 6, 2006 to extend the term by ten (10) years ("First Amendment").

C. The Lease was amended on June 25, 2008 to adjust Section 1.9 (Rent) to reflect current market rent, and to amend Sections 4.2.1 (Consumer Price Index) and 4.8 (Delivery of Rent Payments) to update references ("Second Amendment").

D. The Lease was amended on March 24, 2010 to revise Article 4 (Rent) to provide to Lessee a one-time credit to mitigate the effects of the runway closure during the planned reconstruction of the runway pavement ("Third Amendment").

E. The Lease was amended on June 19, 2013 to revise Section 1.9 (Rent) and Section 4.3 (Rent Rate Renegotiation) ("Fourth Amendment").

F. The Lease was amended on July 25, 2018 to revise Sections 1.1 (Lessor), 1.4 (County's and Lessee's Lease Administrators), Section 4.8 (Delivery of Rent Payments), Section 1.9 (Rent), Section 3.2.1 (Calculation of "Buy-Out" Price), Section 4.4.1 (User

Fee Customs Service Fees), Section 4.5 (Sublease Rent to County), Section 6.4 (Stormwater and Non-Stormwater Discharges), delete Section 4.6 (Cellular Sites), Section 14.3 (Lessee's Representations and Warranties), Section 15.3.2.5 (Estoppel Certificate) and Section 15.5 (Transfer Premium) ("Fifth Amendment").

G. The Lease was amended on December 19, 2019 to delete in its entirety Section 4.5 (Sublease Rent to County) ("Sixth Amendment").

H. County and Lessee agree to further amend the Lease to adjust Section 1.9 (Rent).

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises contained herein, County and Lessee (herein, collectively, the "Parties" and each, a "Party") agree to amend and supplement the Lease as follows:

1. Amendment of Lease.

1.1 Section 1.9 (Rent) is hereby amended to read in its entirety as follows:

"1.9 Rent. For the period between the effective date of the Seventh Amendment to this Lease and August 15, 2023, Base Monthly Rent shall be One Thousand Three Sixty One Dollars (\$1,361). For the twelve-month period of this Lease commencing August 16, 2023 and ending August 15, 2024, Base Monthly Rent shall be One Thousand Three Hundred Eighty Three Dollars (\$1,383). Base Monthly Rent shall be subject to annual cost of living adjustments pursuant to Section 4.2 (Cost of Living Adjustments ("COLA") to the Base Monthly Rent), and shall be subject to rent rate renegotiation pursuant to Section 4.3 (Rent Rate Renegotiation) every five (5) years. Base Monthly Rent is payable as stated in Section 4.1 (Base Monthly Rent)."

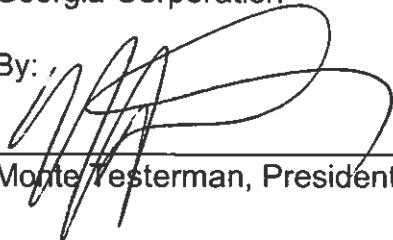
2. Effect of Amendment. Except as amended by this Amendment, the Lease and all previous amendments thereto shall remain in full force and effect. In the event of a conflict between the provisions of the Lease, including any previous amendments, and those of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment to Aviation Lease on the date first written above.

LESSEE:

WESTERN FLIGHT, INC., a
Georgia Corporation

By:



Monte Testerman, President

COUNTY:

COUNTY OF SAN DIEGO, a Political
Subdivision of the State of California

By:



Clerk, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY



SENIOR DEPUTY

| | |
|---|---------------------|
| Approved and/or authorized by the Board of Supervisors of the County of San Diego. | |
| Meeting Date: 11/07/2023 | Minute Order No. 12 |
| By:  | Date: 03/05/2025 |
| Deputy Clerk of the Board Supervisors | |

SEVENTH AMENDMENT TO AVIATION LEASE

MCCLELLAN-PALOMAR AIRPORT

THIS SEVENTH AMENDMENT TO AVIATION LEASE ("Amendment"), is made and entered into this 7th day of November, 2023, by and between the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County"), and WESTERN FLIGHT, INC., a Georgia corporation ("Lessee"), with reference to the following facts:

RECITALS

A. County and Lessee are parties to that certain Aviation Lease dated December 10, 2003, said Lease also being known as County Contract No. 75728R ("Lease").

B. The Lease was amended on December 6, 2006 to extend the term by ten (10) years ("First Amendment").

C. The Lease was amended on June 25, 2008 to adjust Section 1.9 (Rent) to reflect current market rent, and to amend Sections 4.2.1 (Consumer Price Index) and 4.8 (Delivery of Rent Payments) to update references ("Second Amendment").

D. The Lease was amended on March 24, 2010 to revise Article 4 (Rent) to provide to Lessee a one-time credit to mitigate the effects of the runway closure during the planned reconstruction of the runway pavement ("Third Amendment").

E. The Lease was amended on June 19, 2013 to revise Section 1.9 (Rent) and Section 4.3 (Rent Rate Renegotiation) ("Fourth Amendment").

F. The Lease was amended on July 25, 2018 to revise Sections 1.1 (Lessor), 1.4 (County's and Lessee's Lease Administrators), Section 4.8 (Delivery of Rent Payments), Section 1.9 (Rent), Section 3.2.1 (Calculation of "Buy-Out" Price), Section 4.4.1 (User

Fee Customs Service Fees), Section 4.5 (Sublease Rent to County), Section 6.4 (Stormwater and Non-Stormwater Discharges), delete Section 4.6 (Cellular Sites), Section 14.3 (Lessee's Representations and Warranties), Section 15.3.2.5 (Estoppel Certificate) and Section 15.5 (Transfer Premium) ("Fifth Amendment").

G. The Lease was amended on December 19, 2019 to delete in its entirety Section 4.5 (Sublease Rent to County) ("Sixth Amendment").

H. County and Lessee agree to further amend the Lease to adjust Section 1.9 (Rent).

NOW, THEREFORE, in consideration of the above Recitals and the mutual promises contained herein, County and Lessee (herein, collectively, the "Parties" and each, a "Party") agree to amend and supplement the Lease as follows:

1. Amendment of Lease.

1.1 Section 1.9 (Rent) is hereby amended to read in its entirety as follows:

"1.9 Rent. For the period between the effective date of the Seventh Amendment to this Lease and August 15, 2023, Base Monthly Rent shall be Ten Thousand Three Hundred Seven Dollars (\$10,307). For the twelve-month period of this Lease commencing August 16, 2023 and ending August 15, 2024, Base Monthly Rent shall be Ten Thousand Four Hundred Seventy Nine Dollars (\$10,479). Base Monthly Rent shall be subject to annual cost of living adjustments pursuant to Section 4.2 (Cost of Living Adjustments ("COLA") to the Base Monthly Rent), and shall be subject to rent rate renegotiation pursuant to Section 4.3 (Rent Rate Renegotiation) every five (5) years. Base Monthly Rent is payable as stated in Section 4.1 (Base Monthly Rent)."

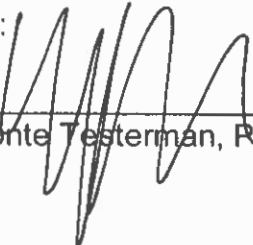
2. Effect of Amendment. Except as amended by this Amendment, the Lease and all previous amendments thereto shall remain in full force and effect. In the event of a conflict between the provisions of the Lease, including any previous amendments, and those of this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Seventh Amendment to Aviation Lease on the date first written above.

LESSEE:

WESTERN FLIGHT, INC., a
Georgia Corporation

By:




Monte Testerman, President

COUNTY:

COUNTY OF SAN DIEGO, a Political
Subdivision of the State of California

By:




Clerk, Board of Supervisors

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY



SENIOR DEPUTY

| | |
|--|---------------------|
| Approved and/or authorized by the Board of Supervisors of the County of San Diego. | |
| Meeting Date: 11/7/23 | Minute Order No. 12 |
| By:  | Date: 3/5/25 |
| Deputy Clerk of the Board Supervisors | |



County of San Diego

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, SUITE 206, MAIL STOP P-501
SAN DIEGO, CA 92101-2417
(619) 515-6555 • FAX (619) 515-6556

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

March 21, 2025

COSD ASSESSMENT APPEALS
2025 MAR 19 PM2:18

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer
Health and Human Services Agency

MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY (HHSA) BEHAVIORAL HEALTH SERVICES (BHS) AND COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH.

Action Requested:

Clerk of the Board of Supervisors signature on Memorandum of Agreement (MOA).

Background and Expected Outcome:

Effective July 1, 2024, Assembly Bill (AB) 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home, community treatment facility, children's crisis residential program or short-term residential therapeutic program.

This new MOA between HHSA BHS and County of San Luis Obispo Behavioral Health establishes an agreement in which the county of original jurisdiction will reimburse for SMHS to the MHP in the county of residence where the foster child is placed within 30 days of notice in accordance with AB 1051. The MHP in the county of residence will ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification. The MHP in the county of original jurisdiction will reimburse Medi-Cal eligible specialty mental health services to the county of residence with the portion not covered by Medi-Cal drawdown where the foster child or youth is placed in a group home, community treatment facility, children's crisis residential program or short-term therapeutic treatment program.

This MOA will be effective upon both parties signing and shall continue until the MOA is terminated with or without cause, by either MHP, upon providing at least 30 calendar days advance notice.

Should you have any questions or concerns, please contact Erin Murphy by email Erin.Murphy@sdcounty.ca.gov or phone at (619) 508-3643.

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

KG:em
Attachments

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

| | | | |
|---|------------------------|--|------------|
| Date: 12/18/24 | | Department: Behavioral Health Services | |
| Contract Begin Date: 07/01/2024 | End Date: 06/30/2029 | Grant: | No |
| *Oracle Award #: 506138 | Org #: 45,290.00 45290 | Amount: | 250,000.00 |
| Contact Person: Erin Murphy | | Phone #: (619)508-3643 | |
| Contracting Agency/Grantor: County of San Diego County of San Luis Obispo | | | |
| Description: AB 1051 PT MOA between County of San Diego and County of San Luis Obispo Behavioral Health | | | |

- ☒ The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs.

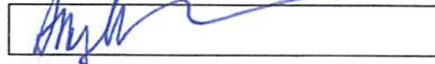
Department Approval: LUKE BERGMANN, Ph.D.,
Director

Digitally signed by LUKE BERGMANN, Ph.D.,
Director
Date: 2025.02.18 12:13:10 -0800

Date:

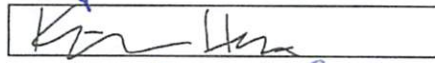
Approved By:

Group Finance Director:



Date: 3/18/2025

County Counsel:



Date: 12/31/2024

Chief Administrative Officer:



Date: 03/17/25

Office of Financial Planning:



Date: 3/19/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

| | |
|--------------|-------------|
| OFP USE ONLY | |
| Init: TK | OFP#: 25-69 |



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (SD County) by and through its Health and Human Services Agency (HHSA) Behavioral Health Services (BHS) and **County of San Luis Obispo Behavioral Health**. The parties to this agreement may be referred to herein collectively as the "parties" or individually as a "party".

Recitals

WHEREAS, San Diego, HHSA, BHS provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, **County of San Luis Obispo** provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, effective July 1, 2024, Assembly Bill (AB) 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home (GH), community treatment facility (CTF), children's crisis residential program (CCRP) or short-term residential therapeutic program (ST RTP).

WHEREAS, when the presumptive transfer of Medi-Cal does not apply to a youth, the responsibility to arrange and pay for SMHS will remain with the MHP in the county of original jurisdiction and the out-of-county placements or admissions should not disrupt continuity of care or adversely impact timely payment.

WHEREAS, the parties receive funds for the provision of certain Title 9 diagnostic brief treatment Specialty Mental Health Services including Assessment, Plan Development, Therapy (Individual, Group, Family), Rehabilitation Services including Intensive Home Based Services (IHBS), and Therapeutic Behavioral Services (TBS), Targeted Case Management including Intensive Care Coordination (ICC), Medication Support Services, Crisis Intervention, Day Rehabilitation, and Day Treatment Intensive services to their respective clients.

WHEREAS, the parties desire to establish an agreement between the MHPs, in which the MHP in the county of original jurisdiction (county in which the child/youth was removed from the care of their parent) will reimburse for SMHS to the MHP in the county of residence (county in which the child/youth resides) where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP, within 30 days of notice in accordance with AB 1051 and [Welfare and Institutions Code Section 14717.25\(c\)\(2\)](#)

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:



COUNTY OF SAN DIEGO
Health and Human Services Agency

1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

| | |
|--|--|
| <p>County of San Diego, HHSA-BHS</p> <p>Charity White-Voth, LCSW, Deputy Director, Programs and Services (619) 701-5067 Charity.White-Voth@sdcounty.ca.gov</p> <p>Erin Murphy, LMFT, Behavioral Health Program Coordinator (619) 508-3643 Erin.Murphy@sdcounty.ca.gov</p> | <p>County of San Luis Obispo Behavioral Health</p> <p>Jill Rietjens, LMFT Behavioral Health Division Manager/Youth Services (805) 781-4184 jrietjens@co.slo.ca.us</p> |
|--|--|

2. **Parties' Responsibilities:**

- 2.1. **MHP in the County of Original Jurisdiction will:**

- 2.1.1. Reimburse the MHP in the county of residence for any expense incurred for the provision of SMHS related to the Medi-Cal eligible foster child or youth under 21 years of age.
- 2.1.2. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the county of residence's GH, CTF, CCRP or STRTP.
- 2.1.3. Authorize the frequency and duration of the SMHS and work with the MHP in the county of residence to reassess the foster child or youth's need for service at the end of the authorization period.

- 2.2. **MHP in the County of Residence will:**

- 2.2.1. Initiate the introduction between MHP in the county of original jurisdiction with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.2. Notify the county of original jurisdiction within three days of placement.
- 2.2.3. Immediately notify the MHP in the county of original jurisdiction of any change of status with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.4. Provide the MHP in the county of original jurisdiction copies of the client chart, including documentation from the GH, CTF, CCRP or STRTP provider.
- 2.2.5. Provide a summary of services, including mode and service function codes, number of units, and cost.
- 2.2.6. Invoice the MHP in the county of original jurisdiction for all Medi-Cal eligible services for SMHS reimbursement in accordance with Section VIII – Invoicing and Payment.
- 2.2.7. Coordinate SMHS with GT, CTF, CCRP or STRTP provider as follows:
 - 2.2.7.1. Direct provider to communicate with liaison for the MHP in the county of original jurisdiction to determine that the foster child or youth's symptoms continue to demonstrate the need for SMHS.



- 2.2.7.2. Ensure the provider has the proper treatment authorization from the MHP in the county of original jurisdiction.
- 2.2.7.3. Inform the provider that any information related to the client be conveyed directly to the MHP in the county of original jurisdiction.
- 2.2.7.4. Ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification.
- 2.2.7.5. Ensure the provider's progress notes describe how services provided reduced the impairment(s), restored functioning, or prevented significant deterioration in an important area of life functioning as outlined in the approved client plan. Each note must describe the interventions applied, the client's response, the location and the date of the encounter, the total time taken to provide services, and the signature and degree or license of the SMHS provider and date.
- 2.2.7.6. Ensure the provider cooperates in the transfer of the client to the MHP in the county of original jurisdiction for any continued services after the completion of authorized treatment plan.

2.3. Parties Joint Responsibilities:

- 2.3.1. MHPs will adhere to AB 1051 provisions that address placement, notifications, payment provisions and data reporting requirements.

2.4. Reimbursement:

- 2.4.1. MHP in the county of original jurisdiction will reimburse Medi-Cal eligible SMHS to the county of residence at the DHCS SMHS Rate of the county of residence where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP.
- 2.4.2. MHP in the county of residence shall bill directly to DHCS for Medi-Cal billable services and receive and retain the federal funding share (Federal Financial Participation) payment from DHCS. MHP in county of original jurisdiction will reimburse the MHP in the county of residence the local match requirement based on the contracted rate as indicated on 835 files.
 - 2.4.2.1. **See link for DHCS rates for all Counties:**
<https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-main.aspx>

2.5. Invoicing and Payment:

- 2.5.1. MHP in the county of residence shall invoice the MHP in the county of original jurisdiction on the 30th day of the month for services provided in the previous month.
- 2.5.2. The invoice must include sufficient details and documentations for verification, including CPT or HCPCS codes, provider types, service modalities, billable units, rates, total amounts, FFP and local match information.
- 2.5.3. Contractor invoice shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and /or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.



2.5.4. MHP in the county of residence shall be entitled to payment only upon County of original jurisdiction approval of a correct and substantiated invoice, Payment terms are, unless otherwise specified by MHP in the county of original jurisdiction, thirty (30) days from the: (i) County receipt of a correct and substantiated invoice, and (ii) County receipt all substantiating information.

3. Indemnity:

3.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party:** Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.

3.2. **Indemnity Claims Arising from Concurrent Acts or Omissions:** The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 3.3 below.

3.3. **Indemnity Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 3.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.

4. **Insurance:** Each Party must obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.

5. **Conformance with Rules and Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.

6. **Permits and Licenses:** Each party certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other party, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its



COUNTY OF SAN DIEGO
Health and Human Services Agency

employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.

7. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.
9. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.
10. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.
12. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
13. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.
14. **Information Privacy and Security Provisions:**
 - 14.1. **Recitals.** This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, **as applicable:**
 - 14.1.1. Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA,"
 - 14.1.2. County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website [Article 14 \(sandiegocounty.gov\)](https://www.sandiegocounty.gov) including:



COUNTY OF SAN DIEGO
Health and Human Services Agency

- 14.1.2.1. For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
 - 14.1.2.2. For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
 - 14.1.2.3. For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
 - 14.1.2.4. For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
 - 14.1.2.5. For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
 - 14.1.2.6. For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.
- 14.1.3. Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
- 14.2. Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
- 14.2.1. "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 14.2.2. "Business Associate," when applicable, shall mean the Contractor.
 - 14.2.3. "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 14.2.4. "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 14.2.5. "Covered Entity," when applicable, shall mean the County.
 - 14.2.6. "Security incident" shall have the same meaning as defined by the State Agreements.
- 14.3. Responsibilities of Contractor.
- 14.3.1. Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
 - 14.3.2. Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
 - 14.3.3. Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.



- 14.3.4. Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5. Cooperation with County.
 - 14.3.5.1. Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 14.3.5.2. Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6. Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
 - 14.3.6.1. Initial Report.
 - 14.3.6.1.1. Contractor shall email County Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
 - 14.3.6.1.2. Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
 - 14.3.6.1.3. Contractor shall additionally submit an online County "Privacy Incident Report" through the [online portal](#) within one (1) business day for all breaches and suspected security incidents.
 - 14.3.6.2. Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
 - 14.3.6.3. Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
- 14.3.7. Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
- 14.3.8. Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.



15. **Notices:** All notices or demands required or permitted to be given or made under this MOA shall be in writing and delivered via electronic mail addressed to the authorized administrative representatives for the parties as identified in Paragraph 1 (Administration of Agreement).
16. **Conflict Resolution:**
 - 16.1. Any disputes between the MHPs, regarding the performance of services reflected in this MOA will be brought to the attention of San Diego HHSA BHS or designee, and the Director of **County of San Luis Obispo Behavioral Health** or designee. It shall be resolved by the mutual agreement between the Director of San Diego HHSA BHS, or designee, and the Director of **County of San Luis Obispo Behavioral Health** or designee, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this MOA, per the terms in Paragraph 18 (Termination).
 - 16.2. MHP in the county of original jurisdiction is responsible for paying for SMHS only. The placing agency of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to placement. The MHP of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to finalizing the payment agreement. If the SMHS provider in the county of residence deems that the client is not Medi-Cal eligible at the point of, or immediately following, the delivery of SMHS, the provider must notify the placing agency in the county of original jurisdiction and the MHP in the county of original jurisdiction for resolution prior to submitting the invoice for reimbursement.
17. **Term:** This agreement shall become effective on the date all parties have signed this agreement and be in force until 6/30/29 in accordance with the terms of this MOA.
18. **Termination:** This MOA may be terminated with or without cause, by either MHP, upon providing at least 30 calendar days' advance written notice to the other MHP. Any written notice of termination shall state the future date that the termination shall become effective.
19. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about the *Live Well San Diego* can be found on its website dedicated to the vision:
<http://www.LiveWellSD.org>
20. **A Trauma-Informed System:** The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize



the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

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COUNTY OF SAN DIEGO
Health and Human Services Agency

County of San Diego

Dated: 3/19/25

By: 
ANDREW POTTER
Clerk of The Board of Supervisors

County of San Luis Obispo

Dated: 2/5/2025

By: 
Nicholas Drews
Health Agency Director

Approved as to form and legal effect:

RITA L. NEAL
COUNTY COUNSEL

Dated: 2/5/2025

By: 
Jared Christensen
Deputy County Counsel

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By:  Date: 03/19/2025
Deputy Clerk of the Board Supervisors

**APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL**

BY Katherine Hart
SENIOR DEPUTY COUNTY COUNSEL



County of San Diego

COSD CLERK OF THE BOARD
2025 FEB 25 PM 1:27

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, SUITE 206, MAIL STOP P-501
SAN DIEGO, CA 92101-2417
(619) 515-6555 • FAX (619) 515-6556

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

February 14, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer
Health and Human Services Agency

MEMORANDUM OF AGREEMENT (MOA) BETWEEN THE COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY (HHSA) BEHAVIORAL HEALTH SERVICES (BHS) AND STANISLAUS COUNTY BEHAVIORAL HEALTH AND RECOVERY SERVICES

- **Action Requested:**
Clerk of the Board of Supervisors signature on Memorandum of Agreement (MOA).
- **Background and Expected Outcome:**
Effective July 1, 2024, Assembly Bill 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home, community treatment facility, children's crisis residential program or short-term residential therapeutic program.

This new MOA between HHSA BHS and Stanislaus County Behavioral Health and Recovery Services establishes an agreement in which the county of original jurisdiction will reimburse for SMHS to the MHP in the county of residence where the foster child is placed within 30 days of notice in accordance with AB 1051. The MHP in the county of residence will ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification. The MHP in the county of original jurisdiction will reimburse Medi-Cal eligible specialty mental health services to the county of residence with the portion not covered by Medi-Cal drawdown where the foster child or youth is placed in a group home, community treatment facility, children's crisis residential program or short-term therapeutic treatment program.

This MOA will be effective upon both parties signing and shall continue until the MOA is terminated with or without cause, by either MHP, upon providing at least 30 calendar days advance notice.

Should you have any questions or concerns, please contact Erin Murphy by email Erin.Murphy@sdcounty.ca.gov or phone at (619) 508-3643.

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

LB:em:bm
Attachments

Request for Approval of Revenue Contract or Grant
Not exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)

| | | | | | |
|-----------------------------|--|-------------|----------------------------|---------|------------|
| Date: | 11/5/2024 | Department: | Behavioral Health Services | | |
| Contract Begin Date: | 7/01/2024 | End Date: | 06/30/2029 | Grant: | No |
| *Oracle Award #: | 506138 | Org #: | 45290 | Amount: | 250,000.00 |
| Contact Person: | Erin Murphy | | Phone #: (619)508-3643 | | |
| Contracting Agency/Grantor: | Stanislaus County | | | | |
| Description: | AB 1051 PT MOA between County of San Diego and Stanislaus County | | | | |

☒ The Department certifies that the contract or grant covers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs.

Department Approval: **LUKE BERGMANN**, Ph.D., Director

Date:

Approved By:

Group Finance Director:



Date: 2/24/25

County Counsel:



Date: 11/22/2024

Chief Administrative Officer:



Date: 02/20/25

Office of Financial Planning:



Date: 2/25/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board Supervisors
- Revenue or Grant Agreement

| | |
|--------------|-------------|
| OFP USE ONLY | |
| Init: TK | OFP#: 25-61 |



MEMORANDUM OF AGREEMENT

Parties

This Memorandum of Agreement (MOA) is made between the County of San Diego (County) by and through its Health and Human Services Agency (HHSA) Behavioral Health Services (BHS), and Stanislaus County Behavioral Health and Recovery Services (BHRS). The parties to this agreement may be referred to herein collectively as the "parties" or individually as a "party".

Recitals

WHEREAS, San Diego, HHSA, BHS provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP. placement related services to its clients.

WHEREAS, Stanislaus County BHRS provides a full range of outpatient diagnostic and behavioral health treatment services for foster children, adolescents, and non-minor dependents, who are full scope Medi-Cal beneficiaries and meet criteria for STRTP, CTF, GH or CCRP placement related services to its clients.

WHEREAS, effective July 1, 2024, Assembly Bill (AB) 1051 requires the Mental Health Plan (MHP) in the county of original jurisdiction for a Medi-Cal eligible foster child or youth under 21 years of age to maintain responsibility for the arrangement of Specialty Mental Health Services (SMHS) when the foster child or youth is placed out of the county in a group home (GH), community treatment facility (CTF), children's crisis residential program (CCRP) or short-term residential therapeutic program (ST RTP).

WHEREAS, when the presumptive transfer of Medi-Cal does not apply to a youth, the responsibility to arrange and pay for SMHS will remain with the MHP in the county of original jurisdiction and the out-of-county placements or admissions should not disrupt continuity of care or adversely impact timely payment.

WHEREAS, the parties receive funds for the provision of certain Title 9 diagnostic brief treatment Specialty Mental Health Services including Assessment, Plan Development, Therapy (Individual, Group, Family), Rehabilitation Services including Intensive Home Based Services (IHBS), and Therapeutic Behavioral Services (TBS), Targeted Case Management including Intensive Care Coordination (ICC), Medication Support Services, Day Treatment Intensive, Day Rehabilitation, services to their respective clients.

WHEREAS, the parties desire to establish an agreement between the MHPs, in which the MHP in the county of original jurisdiction (county in which the child/youth was removed from the care of their parent) will reimburse for SMHS to the MHP in the county of residence (county in which the child/youth resides) where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP, within 30 days of notice in accordance with AB 1051 and [Welfare and Institutions Code Section 14717.25\(c\)\(2\)](#)



THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises to set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its representatives at any time by notifying the other parties in writing of such change and listing its effective date.

| | |
|--|--|
| <p>Charity White-Voth, LCSW, Deputy Director Programs and Services Behavioral Health Services County of San Diego HHSA (619) 701-5067 Charity.White-Voth@sdcounty.ca.gov</p> <p>Erin Murphy, LMFT, Behavioral Health Program Coordinator (619) 508-3643 Erin.Murphy@sdcounty.ca.gov</p> | <p>Stanislaus County Behavioral Health and Recovery Services</p> <p>Tony Vartan, MSW, LCSW Behavioral Health Director (209) 525-6225 tvartan@stanbhhs.org</p> |
|--|--|

2. **Parties' Responsibilities:**

2.1. **[MHP in the County of Original Jurisdiction will]:**

- 2.1.1. Reimburse the MHP in the county of residence for any expense incurred for the provision of SMHS related to the Medi-Cal eligible foster child or youth under 21 years of age.
- 2.1.2. Appoint a liaison to receive information related to the foster child or youth receiving SMHS at the county of residence's GH, CTF, CCRP or STRTP.
- 2.1.3. Authorize the frequency and duration of the SMHS and work with the MHP in the county of residence to reassess the foster child or youth's need for service at the end of the authorization period.

2.2. **[MHP in the County of Residence will]:**

- 2.2.1. Initiate the introduction between MHP in the county of original jurisdiction with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.2. Notify the county of original jurisdiction within three days of placement.
- 2.2.3. Immediately notify the MHP in the county of original jurisdiction of any change of status with the MHP in the county of residence's GH, CTF, CCRP or STRTP provider.
- 2.2.4. Provide the MHP in the county of original jurisdiction copies of the client chart, including documentation from the GH, CTF, CCRP or STRTP provider.
- 2.2.5. Provide a summary of services, including mode and service function codes, number of units, and cost.



- 2.2.6. Invoice the MHP in the county of original jurisdiction for all Medi-Cal eligible services for SMHS reimbursement in accordance with Section VIII – Invoicing and Payment.
- 2.2.7. Coordinate SMHS with GT, CTF, CCRP or STRTP provider as follows:
- 2.2.8. Direct provider to communicate with liaison for the MHP in the county of original jurisdiction to determine that the foster child or youth's symptoms continue to demonstrate the need for SMHS.
- 2.2.9. Ensure the provider has the proper treatment authorization from the MHP in the county of original jurisdiction.
- 2.2.10. Inform the provider that any information related to the client be conveyed directly to the MHP in the county of original jurisdiction.
- 2.2.11. Ensure the provider meets all Medi-Cal regulations, including documentation requirements for SMHS and Medi-Cal certification.
- 2.2.12. Ensure the provider's progress notes describe how services provided reduced the impairment(s), restored functioning, or prevented significant deterioration in an important area of life functioning as outlined in the approved client plan. Each note must describe the interventions applied, the client's response, the location and the date of the encounter, the total time taken to provide services, and the signature and degree or license of the SMHS provider and date.
- 2.2.13. Ensure the provider cooperates in the transfer of the client to the MHP in the county of original jurisdiction for any continued services after the completion of authorized treatment plan.

2.3. Parties Joint Responsibilities:

- 2.3.1. MHPs will adhere to AB 1051 provisions that address placement, notifications, payment provisions and data reporting requirements.

2.4. Reimbursement:

- 2.4.1. MHP in the county of original jurisdiction will reimburse Medi-Cal eligible SMHS to the county of residence at the DHCS SMHS Rate of the county of residence where the foster child or youth is placed in a GH, CTF, CCRP, or STRTP.
- 2.4.2. MHP in the county of residence shall bill directly to DHCS for Medi-Cal billable services and receive and retain the federal funding share (Federal Financial Participation) payment from DHCS. MHP in county of original jurisdiction will reimburse the MHP in the county of residence the local match requirement based on the contracted rate as indicated on 835 files.

See link for DHCS rates for all Counties

<https://www.dhcs.ca.gov/services/MH/Pages/medi-cal-behavioral-health-fee-schedules-main.aspx>



2.5. Invoicing and Payment:

- 2.5.1. MHP in the county of residence shall invoice the MHP in the county of original jurisdiction on the 30th day of the month for services provided in the previous month.
- 2.5.2. The invoice must include sufficient details and documentations for verification, including CPT or HCPCS codes, provider types, service modalities, billable units, rates, total amounts, FFP and local match information.
- 2.5.3. Contractor invoice shall include the following language:

I certify, under penalty of perjury under the laws of the State of California, that the deliverables and/or services invoiced were delivered and /or performed specifically for this Agreement in accordance with and compliance to all terms and conditions set forth therein.
- 2.5.4. MHP in the county of residence shall be entitled to payment only upon County of original jurisdiction approval of a correct and substantiated invoice, Payment terms are, unless otherwise specified by MHP in the county of original jurisdiction, thirty (30) days from the: (i) County receipt of a correct and substantiated invoice, and (ii) County receipt all substantiating information.

2.6 Contract **Maximum**: The contract maximum for this Agreement shall not exceed \$200,000 annually under the rate terms for the authorized period.

3. Indemnity:

- 3.1. **Indemnity Claims Arising from the Sole Acts or Omissions of a Party**: Each Party to this Agreement hereby agrees to defend and indemnify the other Parties to this Agreement, their agents, elected officials, officers and employees, from any claim, action or proceeding against the other Parties, arising solely out of its own acts or omissions in the performance of this Agreement. At each Party's sole discretion, each Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve any Party of any obligation imposed by this Agreement. Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense.
- 3.2. **Indemnity Claims Arising from Concurrent Acts or Omissions**: The Parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the Parties. In such cases Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 3.3 below.
- 3.3. **Indemnity Joint Defense and Reimbursement and Reallocation**: Notwithstanding paragraph 3.2 above in cases where parties agree in writing to a joint defense, Parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Parties. Joint defense counsel shall be selected by mutual agreement of Parties. Parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: Parties further agree that neither party may bind the other to a settlement agreement without the written consent of both Parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of parties, Parties may seek reimbursement and/or



reallocation of defense costs, judgments and awards, consistent with such comparative fault.

4. **Insurance:** Each Party must obtain at its own cost and expense and keep in force and effect during the term of this Contract, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liability of such party hereunder. Minimum policy limits maintained by any Party shall in no way limit the Party's indemnification obligations.
5. **Conformance with Rules and Regulations:** All parties shall be in conformity with all applicable federal, state, county, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
6. **Permits and Licenses:** Each party certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the other party, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. Each party reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
7. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
8. **Third-Party Beneficiaries Excluded:** This agreement is intended solely for the benefit of the parties listed herein. Any benefit to any third party is incidental and does not confer on any third party to this agreement any rights whatsoever regarding the performance of this agreement. Any attempt to enforce provisions of this agreement by third parties is specifically prohibited.
9. **Amendments to Agreement:** Any party may propose amendments to this agreement by providing written notice of such amendments to the other party. This agreement may only be amended by a written amendment signed by all parties.
10. **Severability:** If any terms or provisions of this agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the maximum extent permitted by law.
11. **Full Agreement:** This agreement represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.



12. **Scope of Agreement:** This agreement only applies to the program described herein and does not set forth any additional, current, or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this agreement.
13. **Counterparts:** This agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

14. Information Privacy and Security Provisions

14.1 **Recitals.** This Article is intended to protect the privacy and security of County information that Contractor may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, contractor shall be in compliance with the following rules, regulations, and agreements, **as applicable:**

14.1.1 Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"

14.1.2 County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website, [Article 14 \(sandiegocounty.gov\)](https://www.sandiegocounty.gov) including:

14.1.2.1 For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;

14.1.2.2 For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;

14.1.2.3 For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;

14.1.2.4 For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;

14.1.2.5 For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and

14.1.2.6 For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.

14.1.3 Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.

14.2 **Definitions.** Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.

14.2.1 "Breach" of Protected Health Information (PHI) shall have the same meaning



given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.

- 14.2.2 "Business Associate," when applicable, shall mean the Contractor.
- 14.2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
- 14.2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
- 14.2.5 "Covered Entity," when applicable, shall mean the County.
- 14.2.6 "Security incident" shall have the same meaning as defined by the State Agreements.

14.3 Responsibilities of Contractor.

- 14.3.1 Use and Disclosure of County PHI/PI/PII. Contractor shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. Contractor may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
- 14.3.2 Safeguards. Contractor shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
- 14.3.3 Mitigation. Contractor shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.
- 14.3.4 Subcontractors. Contractor shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to Contractor under this Article.
- 14.3.5 Cooperation with County.
 - 14.3.5.1 Contractor shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 14.3.5.2 Contractor will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
- 14.3.6 Breach Reporting. Contractor shall report breaches and suspected security incidents to County, to include:
 - 14.3.6.1 Initial Report.
 - 14.3.6.1.1 Contractor shall email County Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
 - 14.3.6.1.2 Contractor shall email COR and HHSA Privacy Officer immediately of breaches and suspected privacy incidents



involving 500 or more individuals.

14.3.6.1.3 Contractor shall additionally submit an online County "Privacy Incident Report" through the [online portal](#) within one (1) business day for all breaches and suspected security incidents.

14.3.6.2 Investigation Report. Contractor shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.

14.3.6.3 Notification. Contractor will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.

14.3.7 Designation of Individuals. Contractor shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.

14.3.8 Termination. Upon termination of the Agreement for any reason, Contractor shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, Contractor shall extend the protections of this Article to such County PHI/PII/PI for so long as Contractor maintains such County PHI/PII/PI.

15. **Notices:** All notices or demands required or permitted to be given or made under this MOA shall be in writing and delivered via electronic mail addressed to the authorized administrative representatives for the parties as identified in Paragraph 1 (Administration of Agreement).

16. Conflict Resolution:

Any disputes between the MHPs, regarding the performance of services reflected in this MOA will be brought to the attention of San Diego HHSA BHS or designee, and the Director of SJCBHS or designee. It shall be resolved by the mutual agreement between the Director of San Diego HHSA BHS, or designee, and the Director of Stanislaus County BHRS or designee, and the decision will be final. If a mutual resolution cannot be achieved, either MHP may decide to terminate this MOA, per the terms in Paragraph 18 (Termination).

MHP in the county of original jurisdiction is responsible for paying for SMHS only. The placing agency of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to placement. The MHP of the county of original jurisdiction is responsible for confirming Medi-Cal eligibility prior to finalizing the payment agreement. If the SMHS provider in the county of residence deems that the client is not Medi-Cal eligible at the point of, or immediately following, the delivery of SMHS, the provider must notify the placing agency in the county of original jurisdiction and the MHP in the county of original jurisdiction for resolution prior to submitting the invoice for reimbursement.



17. **Term:** This agreement shall become effective September 24, 2024 and be in force until 6/30/25.
18. **Termination:** This MOA may be terminated with or without cause, by either MHP, upon providing at least 30 calendar days' advance written notice to the other MHP. Any written notice of termination shall state the future date that the termination shall become effective.
19. **Live Well San Diego Vision:** The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life. Information about the *Live Well San Diego* can be found on its website dedicated to the vision:
<http://www.LiveWellSD.org>
20. **A Trauma-Informed System:** The County of San Diego Health and Human Services Agency (HHSA) is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

Trauma-Informed Principles include:

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures).
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care.
- Believing that establishing safe, authentic, and positive relationships can be healing.
- Understanding that wellness is possible for everyone.

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COUNTY OF SAN DIEGO
Health and Human Services Agency

County of San Diego

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY *Katherine Hart*
SENIOR DEPUTY COUNTY COUNSEL

Dated: 2/25/25

By: *Andrew Potter*
ANDREW POTTER
Clerk of the Board of Supervisors

County of Stanislaus

Dated: _____

By: *Andy Johnson*
Andy Johnson (Dec 31, 2024 14:10 PST)
Andrew Johnson
GSA Director/Purchasing Agent

APPROVED AS TO CONTENT:
Behavioral Health and Recovery Services

Dated: _____

By: *Keris Panayiotou, LCSW - Associate Director for Tony Vartan*
Keris Panayiotou, LCSW - Associate Director for Tony Vartan (Dec 11, 2024 14:04 PST)
Tony Vartan, MSW, LCSW
Behavioral Health Director

APPROVED AS TO FORM:
Stanislaus County Counsel

Dated: _____

By: *Serenity Wang*
Serenity Wang (Dec 11, 2024 14:39 PST)
Serenity Wang
Deputy County Counsel

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.
By: *J. Val* Date: 2/25/25
Deputy Clerk of the Board Supervisors



COSD CLERK OF THE BOARD
2025 MAR 12 PM 3:51

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES
9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217
(858) 694-2739
FAX (858) 467-9697
<http://www.sdcawm.org>

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

March 10, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

VIA: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang, Agricultural Commissioner/Sealer of Weights and Measures
Department of Agriculture, Weights and Measures

**EXECUTION AND DISTRIBUTION OF CONTRACT NUMBER 5004552 (S503742)
MEMORANDUM OF UNDERSTANDING # 5004552, AMENDMENT 8 WITH SAN DIEGO
ASSOCIATION OF GOVERNMENTS**

Pursuant to San Diego County Administrative Code Section 123, this is Agriculture, Weights and Measures' (AWM) request to execute Amendment 8 (S1161307) to Contract Number 5004552 (S503742) Memorandum of Understanding (MOU) # 5004552 with the San Diego Association of Governments (SANDAG) for strategic removal of invasive weed species in the region. The amendment provides \$419,302 in additional funding and extends the MOU term 27 months from Notice to Proceed to June 30, 2027. Invasive weeds threaten rare and endangered plant and animal species because they can disrupt ecological processes, lower biodiversity, and alter critical habitats. They can also impact agriculture by competing with crops for land distribution and resources, resulting in increased pesticide use or reduced crop yields. This MOU specifies AWM to perform surveillance, eradication, and containment activities to prevent the establishment and spread of damaging invasive weeds in our region. These activities promote our natural and agricultural resources, diverse habitats, and sensitive species to support the Sustainability, Community, and Equity Strategic Initiatives in the County of San Diego's 2024-2029 Strategic Plan. The County will recover full cost for the amount stated above.

After executing the two enclosed originals, please keep one for your files and return one to:

Agriculture, Weights and Measures - Mail Stop O-1
Attention: Rolinda Gelacio

Please contact Deputy Agricultural Commissioner Jordan Key at (858) 614-7784 for any questions regarding this request. Thank you.



DEPARTMENT OF AGRICULTURE, WEIGHTS AND MEASURES

9325 HAZARD WAY, STE. 100, SAN DIEGO, CALIFORNIA 92123-1217

(858) 694-2739

FAX (858) 467-9697

<http://www.sdcawm.org>

HA DANG
AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

GARRETT COOPER
ASST. AGRICULTURAL COMMISSIONER/
SEALER OF WEIGHTS & MEASURES

March 10, 2025

TO: Dahvia Lynch, Deputy Chief Administrative Officer
Land Use and Environment Group

FROM: Ha Dang 
Agricultural Commissioner/Sealer of Weights and Measures

REQUEST FOR APPROVAL OF AMENDMENT 8 TO A REVENUE AGREEMENT FOR SAN DIEGO ASSOCIATION OF GOVERNMENTS MEMORANDUM OF UNDERSTANDING NUMBER 5004552 – STRATEGIC REMOVAL OF INVASIVE WEED SPECIES

Enclosed for your approval, pursuant to San Diego County Administrative Code Section 123, is Amendment 8 (S1161307) to Contract Number 5004552 (S503742) Memorandum of Understanding (MOU) between the San Diego Association of Governments (SANDAG) and Agriculture, Weights and Measures' (AWM) for strategic removal of invasive weed species in the region. The Amendment provides \$419,302 in additional funding and extends the MOU term for 27 months from Notice to Proceed to June 30, 2027. Invasive weeds threaten rare and endangered plant and animal species because they can disrupt ecological processes, lower biodiversity, and alter critical habitats. They can also impact agriculture by competing with crops for land distribution and resources, causing increased use of pesticides or reduced crop yields. This MOU specifies AWM to perform surveillance, eradication, and containment activities to prevent the establishment and spread of damaging invasive weeds in our region. These activities support the Sustainability, Community, and Equity Strategic Initiatives in the County of San Diego's 2024-2029 Strategic Plan by promoting and protecting our natural and agricultural resources, diverse habitats, and sensitive species. Board Policy B-29 mandates that departments seek to recover the full cost of all services provided to agencies or individuals outside the County of San Diego organization. Reimbursement by fees, contracts and grants will be for the full cost of all services, with certain exceptions approved by the Board. Ratification of the revenue agreement is also requested since the start date is expected to precede the execution of the agreement.

A. SERVICES: The services include, but are not limited to:

- Lead regionally coordinated invasive weed control programs, ensuring early detection, rapid response, and eradication of targeted species.
- Prevent invasive weed spread and seed production in San Diego County through herbicide applications and manual removal efforts.

- Submit detailed quarterly and annual progress and financial reports, ensuring compliance throughout the MOU term.
- Employ an Invasive Plant Species Coordinator to oversee planning, implementation, database maintenance, and GIS mapping of weed locations.

B. ALTERNATIVES: If this Amendment is not approved, AWM will not perform these services and the eradication efforts for invasive weeds in the region will be significantly reduced, allowing them to spread and undo years of management efforts, and significantly increase the costs for future management. Invasive weeds can outcompete native plants and consume larger amounts of water, which reduces soil moisture levels and causes harm to agriculture and the environment.

C. FISCAL IMPACT: The revenue realized from this Amendment shall not exceed \$419,302 for services within 27 months from Notice to Proceed. The Amendment recovers Funds for this MOU are included in the Fiscal Year 2024-25 Operational Plan for AWM. The MOU recovers full cost, including overhead, per Board Policy B-29, Fees, Grants and Revenue Contracts – Department Responsibility for Cost Recovery.

D. AWARD NUMBER: The Auditor and Controller assigned 504141.

Please contact Deputy Agricultural Commissioner Jordan Key at (858) 614-7784 for any questions regarding this request. Thank you.

HD:sl

Enclosure: MOU

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

Date: 3/10/25 Department: Agriculture, Weights and Measures

Contract Begin Date: At execution End Date: 6/30/27 Grant: No

*Oracle Award #: 504141 Org #: 48400 Amount: \$419,302.00

Contact Person: Jordan Key Phone #: (858) 614-7784

Contracting Agency/Grantor: San Diego Association of Governments

Description: MOU #5004552 Amendment 8 with the San Diego Association of Governments -SANDAG

☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval:

Ha Dang

Digitally signed by Ha Dang
Date: 2025.03.11 12:46:07 -07'00'

Date: 3/11/25

Approved By:

Group Finance Director:

Aimee Fleegston

Date: 3/12/25

County Counsel:

Jerod.Markley@sdcounty.ca.gov Digitally signed by Jerod Markley@sdcounty.ca.gov
Date: 2025.03.11 15:34:12 -07'00'

Date:

Chief Administrative Officer:

Jennifer Lawson

Date: 3/12/25

Office of Financial Planning:

Angela James

Date: 3/12/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFF USE ONLY

Init:

TK

OFP#:

25-68

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
THE SAN DIEGO ASSOCIATION OF GOVERNMENTS
AND
COUNTY OF SAN DIEGO DEPARTMENT OF AGRICULTURE, WEIGHTS, &
MEASURES (AWM)**

SANDAG CONTRACT NO. 5004552 (AMENDMENT NO. 8)

This Amendment No. 8 to SANDAG Contract No. 5004552 concerns a Memorandum of Understanding (MOU) by and between the San Diego Association of Governments (hereinafter referred to as "SANDAG"), and San Diego Department of Agriculture, Weights, and Measures (hereinafter referred to as "AWM").

- A. Under the original MOU dated September 30, 2014, between SANDAG and AWM agreed to the Invasive Plant Strategic Plan (IPSP) that is designed to develop a strategic approach towards the eradication and management of invasive plants in the San Diego region.
- B. This Amendment is to modify termination date, project budget, scope of work, and project schedule. Nothing in this Amendment is intended to relieve the parties of their obligations to perform as required by the MOU unless expressly stated herein.

NOW, THEREFORE, it is agreed as follows:

- 1. Section 3 of the MOU under the heading "Parties Mutually Agree" shall be amended to instead read as follows:

That unless it is amended by the parties in writing, this MOU shall terminate on June 30, 2027.

- 2. Section 1 of the MOU under the heading "SANDAG AGREES" shall be amended to instead read as follows:

To reimburse and provide payment to County Ag. an amount not to exceed \$2,336,500, which is the original MOU amount plus Amendment Nos. 1, 2, 4, 5, 6, 7 and 8 for completion of work described in Exhibit A - Scope of Work, Exhibit B - Project Budget, and Exhibit - Project Schedule. Payment shall be made no more often than monthly upon invoice by County Ag. pursuant to the Project's Scope of Work and completion of required Deliverables.

- 3. Section 3 of the MOU under the heading "County AG AGREES" shall be amended to instead read as follows:

To provide the services for no more than the amounts shown as set forth Exhibit A - Scope of Work, Exhibit B - Project Budget, and Exhibit C - Project Schedule for an amount not to exceed \$2,336,500, which is the original MOU amount plus Amendment Nos. 1, 2, 4, 5, 6, 7, and 8.

- 4. Exhibit A of the MOU entitled "Scope of Work" shall be replaced with the revised Scope of Work included as Exhibit A to this Amendment.

5. Exhibit B of the MOU entitled "Project Budget" shall be replaced with the revised Project Budget included as Exhibit B to this Amendment.
6. Exhibit C of the MOU entitled "Project Schedule" shall be replaced with the revised Project Schedule included as Exhibit C to this Amendment.
7. All other provisions of said MOU not amended herein shall remain in full force and effect.
8. This Amendment may be executed and delivered by electronic signature. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, these parties have executed this Amendment effective as of the last date a party provides an electronic signature below.

SAN DIEGO ASSOCIATION
OF GOVERNMENTS

ANTOINETTE MEIER DATE
Senior Director of Regional Planning

APPROVED AS TO FORM:

Office of General Counsel DATE

Exhibits:

- Amended Project Scope of Work – Exhibit A
- Amended Project Budget – Exhibit B
- Amended Project Schedule – Exhibit C

COUNTY OF SAN DIEGO AGRICULTURE,
WEIGHTS, AND MEASURES

ANDREW POTTER DATE
Clerk of the Board

APPROVED AS TO FORM:

Jerod Markley 11 March 2025
Jerod Markley DATE
County Counsel

APPROVED AS TO FORM:

Approved as to form and
legality
Jerod Markley
Senior Deputy County
Counsel



Scope of Work – Exhibit A

Executive Summary

Invasive plants are one of the biggest threats to endangered species and their habitats. A strategic plan for managing non-native invasive plant species in San Diego County was completed in 2012 and is available at the County of San Diego AWM site [sdmmp.com/Libraries/Strategic Plans BOD Report \(sandiegocounty.gov\)](http://sdmmp.com/Libraries/Strategic%20Plans/BOD%20Report%20(sandiegocounty.gov).). The Invasive Plant Strategic Plan (IPSP) is designed to develop a strategic approach towards the eradication and management of invasive plants in the San Diego region. The IPSP is meant to work in conjunction with the Management Strategic Plan for Conserved Lands in Western San Diego County (MSP) and is also available at the SDMMP website [sdmmp.com/Strategic Plan](http://sdmmp.com/Strategic%20Plan).

Table 1. Five levels of management have been identified by the IPSP:

| Level | Distribution | Scale of Management | Feasibility | Goal |
|-------------------------|---|---------------------------------|--|--|
| 1- Surveillance | Not present | Region-wide | <u>High</u> : low effort required to achieve goal | Regional surveillance, early detection, rapid response |
| 2- Eradication | Limited; few individuals or populations | Region-wide | <u>High</u> : moderate effort required to achieve goal | Eradication with regionally coordinated control program |
| 3- Containment | Variable | Watershed or management unit | <u>Medium</u> : Funding typically available for re-treatments or control of small populations | Eradication with coordinated programs by management unit or watershed |
| 4-Directed Management | Wide; abundant | Sub- management unit or reserve | <u>Medium</u> : area may be managed effectively, with slow re-invasion | Control within reserve or sub-management unit to benefit NCCP resources |
| 5- Directed Suppression | Wide; abundant | Reserve or site | <u>Low</u> : control is typically of short term benefit (rapid re-invasion) without active restoration | Suppression, typically to allow recovery of disturbed site, improve re-vegetation success, or benefit NCCP resources |

Project Overview

This scope of work will require the Contractor to focus on the management of invasive plants identified in Levels 1, 2 and 3 of the IPSP. The following tasks have been identified as necessary to implement this effort. Two key components of any invasive species control pursuant to this Scope of Work is the identification of the specific quantifiable objective(s) for each control effort and the identification of appropriate measures to preclude expansion of the invasive species as a result of treatment and transfer of seeds to other sites (on equipment, clothing etc.). The Contractor will be responsible for obtaining all the necessary permissions and right-of-entry permits required for legal access and invasive species management on the properties.

The Strategic Goals of Level 1, 2 & 3 Management of invasive species, and the two tasks below, are to eradicate invasive plant species from the Region (or sub-unit, for Level 3). This work cannot be completed in a brief window of time (i.e., a single contract cycle). The Strategic Plan seeks to build a program with long-term control and monitoring of treatment sites (enabled through plans, permits, authorizations, and long-term funding). Coordinator - Task 1 assures that current information collected from the region and involving SDMMP staff is used to make informed management decisions. Implementation - Tasks 2 ensure that initial work, re-treatments, and site monitoring/tracking are occurring to achieve eradication of target plant populations and ultimately target invasive species from the region. Nearly all the targeted invasive plants have established seedbanks requiring multiple years of control to achieve eradication; therefore, many land management programs fail to eradicate plant populations, and it is why early detection and rapid response are critical to both success and prudent use of management funds.

Task 1 – Invasive Plant Species Coordinator & Tracking/Updating Invasive Species for Priority Removal

Level of Effort: (Less than or equal to 20%) of overall contract

The Contractor will be required to identify a single contact that will serve to develop, in conjunction with the SDMMP, an operational approach and annual operations work plan for implementing invasive plant management based on the IPSP and MSP. The coordinator should anticipate having up to five meetings with the SDMMP to develop the annual operation plan and regular monthly meetings with the SDMMP as the annual operation plan is implemented. The operation plan will identify specific measurable objectives for each proposed treatment, the habitat/vegetation goals for each treatment, prioritize areas for action over the timeline of this contract, act as a liaison with land management entities where work is to be performed, obtain all necessary permits and permissions to enable field crews to conduct work, develop a monitoring program with quantitative measurements to evaluate the effectiveness of the treatments, coordinate the activities of field crews to maximize management efficiencies given available funding and capacity, providing technical assistance on the best approaches and techniques to address the various invasive plants, provide reporting on the location and actions undertaken under this contract, and maintain a regional invasive plant species occurrence database. In addition, the coordinator shall be responsible for knowing where species have been identified by the MSP and avoiding the negative impacts to any significant occurrence of an MSP species.

Previous work involved obtaining Right of Entry (ROE) agreements with regional entities including all City of San Diego Open Space/Parks, County of San Diego Lands, California Department of Fish and Wildlife, and portions of Carlsbad, Chula Vista, San Diego Port Authority, Sweetwater Authority, Caltrans, and over 30 other private entities. Ongoing work will continue in 2025-2027 with a focus on municipalities, as well as State Parks and private properties.

The contractor will establish a system for updating information on invasive species and adding new species to the IPSP. This includes completing SDPAF assessments for new species being considered, determining the appropriate Management Level for new species in the management plan, listing all known invasion sites, and developing a strategy to manage the species, if appropriate. This will require coordinating with existing invasive control programs such as the Department of Defense, the U.S. Forest Service, California State

Parks, and others to develop and integrate the regional efforts in San Diego County with larger multi-regional and state-wide efforts.

Work during the 2015-2024 work years, focused on coordinating with outside entities (listed above) and the San Diego Weed Management Area (SDWMA). This included coordination and tracking of non-AWM work on Level 1 and 2 Management species as well as identification of new species invasions into the County. Several of these species have been added to Level 1 and 2 Management targets and other species are being considered for addition.

Detecting and reporting occurrences of target invasive non-native plants is critical for a successful eradication and management program. To improve detection and reporting, three outreach activities are supported: creating and distributing weed identification (ID) sheets, periodic presentations, and updates at land management meetings to motivate searching and reporting, and support of reporting tools (CalFlora, AWM plant identification resources, and SDMMP GIS reporting tools). Weed ID cards and presentations are posted on both SDMMP and County AG websites. Additional presentations will be made on the program as requested to Regional Habitat Conservation Taskforce (RHCT).

Task 1 Deliverables

The coordinator will provide:

1. A proposed annual work program (as identified above in Task 1) to San Diego Association of Governments (SANDAG) including any SDMMP comments and taking into consideration the contractor's field capacity.
2. Written copies of permission to conduct work on properties identified in the annual work program.
3. Quarterly invoicing and reports to SANDAG on the status, including target species, locations, hours, and cost of the actions of the field crews.
4. Annual submission of geo-referenced database which can be imported into GIS or data in a geo-referenced spreadsheet and shapefiles on all activities conducted under this contract including polygons of the perimeters of all treatment areas to an accuracy of at least 3 meters.
5. Maintain and update the regional information regarding invasive plant species as developed by Conservation Biology Institute (CBI) (see IPSP) in 2012 and provide to SANDAG on at least an annual basis.
6. An annual submission of digital information with updated invasive species occurrences and prioritization for removal, as appropriate, including revised and/or new SDPAFs.
7. Creation of invasive target plant ID cards to aid in detection and reporting (posted on SDDMP and AWM website).
8. Presentations annually at: Land managers meetings, SSDMMP meetings, the RHCT, and SDWMA meetings.

Task 2 – Invasive Plant Levels 1-3 Surveillance, Eradication, Containment, and Management

Level of Effort: (Greater than or equal to 80%) of overall contract

Level 1 Management shall consist of the early detection and rapid response (EDRR) for invasive plant species that have the potential to establish populations in the San Diego region. Potential Level 1 species may be identified through land manager observations, and CalFlora, Consortium of California Herbaria, and iNaturalist records (including

observations/records from adjacent counties) and shall initially focus on the following species:

Level 1 Management, Surveillance and Response (region-wide)

Table 2: Treatment schedule by AWM crews of Level 1 Management species (EDRR targets that were not known to occur in the County at the time the IPSP was written in 2012). Target plant populations may cover multiple properties and contain multiple discrete patches of plants.

| 2023 and 2024 | New: 2025 and 2027 | Scientific Name | Common Name | Growth form | Known populations (active*) | Populations AWM worked on in 2023/2024 | Populations to be worked on in 2025 | Populations to be worked on in 2026 | 2025-2027 Amendment #8 Notes |
|-------------------|--------------------|---------------------------------|----------------------|----------------------------|-----------------------------|--|-------------------------------------|-------------------------------------|--|
| Work Completed | Work to continue | <i>Aegilops triuncialis</i> | Barbed goatgrass | Annual grass | 1 | 1 | Re-treatment | Re-treatment | Population eradicated at Fallbrook Weapon Station. Cuyamaca population is under treatment. |
| No Work Performed | No Planned Work | <i>Cytisus scoparius</i> | Scotch broom | Perennial shrub | 0 | 0 | - | - | No current reports of this plant. |
| Work Completed | Work to continue | <i>Euphorbia terracina</i> | Carnation spurge | Annual forb | 16+ | 3 + 25 others | New sites and Re-treatment | New sites and Re-treatment | Not able to control seedbank effectively yet, work reduced. |
| No Work Performed | No Planned Work | <i>Parthenium hysterophorus</i> | Santa maria feverfew | Wetlands (fresh) & uplands | 0 | 0 | - | - | No current reports of this plant in San Diego, multiple in County of Orange. |
| Work Completed | Work to continue | <i>Volutaria tubiflora</i> | Desert knapweed | Annual forb | 7 | 4+3 others | Re-treatment | Re-treatment | Expanding, but all pops treated. Seedbank requires re-treatment. |

*Populations that are not eradicated (they still have seedbank expression and/or live mature plants)

If any occurrence of these species is found, or other species considered a high priority for Level 1 Management based on scientific evidence, and in coordination with the SDMMP, the coordinator will prioritize their field crews to respond to stop any spread of the species into the region.

There are now five species in Level 1 Management, three of which have confirmed populations in the County. None of the species were known to occur in the County at the time the IPSP was written (November 2012). Treatment of three of these species was a focus of work in 2018-24. Work in Amendment #8 will re-treat all sites and control any newly discovered populations (see Table 2).

The goal of Level 2 Management is the eradication of populations of these invasive species through a regionally coordinated control program in a manner that does not result in the treatment area being invaded by another non-native species. Level 2 species have very limited distributions within the region; therefore, eradication is a feasible goal. Once eradication has been achieved, the species will be added to a surveillance list (Level 1 Management) in future years. A higher level of effort is expected on these species in the early years to maximize potential for their eradication. The work plan for these species shall include: a treatment schedule that is based on the species biology and longevity of the seed bank (other actions (burning, seeding, etc.) as needed to achieve the desired outcome and the desired end condition). Site-specific actions shall include both eradication of the target species for a specified number of years and achieving the desired end vegetation community. The coordinator shall coordinate with the relevant land managers to assist in the development of appropriate habitat restoration in follow-up to treatments. Species identified for Level 2 Management under the Strategic Plan include:

Level 2 Management, Eradication (region-wide)

Table 3: Treatment schedule by AWM crews of Level 2 Management species (EDRR targets that were known to be in the County at the time the ISP was written in 2012). Target plant populations may cover multiple properties and contain multiple discrete patches of plants.

| 2023 and 2024 | New: 2025 and 2027 | Scientific Name | Common Name | Growth form | Known pop (active*) | Populations AWM worked on in 2023/2024 | Populations to be worked on in 2025 | Populations to be worked on in 2026 | 2025-2027 Amendment #8 Notes |
|-------------------|--------------------|------------------------------------|-------------------------------|---------------------|---------------------|--|-------------------------------------|-------------------------------------|---|
| Work Completed | Work to continue | <i>Ageratina adenophora</i> | Eupatory Croftonweed | Perennial forb | 4 | 2.5 | Re-treatment | Re-treatment | One population is partly under treatment (SD River). One population is difficult to access at boarder. |
| Work Completed | Work to continue | <i>Carrichtera annua</i> | Ward's weed | Annual forb | 8 | 3+5 others | Re-treatment, New treatment | Re-treatment | All populations are being treated. Two by Nature Collective (NC). |
| Work Completed | Work to continue | <i>Centaurea solstitialis</i> | Yellow star thistle | Annual forb | 14 | 9 + 3 others | Re-treatment | Re-treatment | Nearly all sites are being treated. One untreated site is on tribal lands. 3 sites are being treated by other groups. |
| Work Completed | Work to continue | <i>Centaurea stoebe</i> | Spotted knapweed | Annual forb | 3 | 3 | Re-treatment | Re-treatment | All populations are being treated. Seedbank requires re-treatment. |
| Work Completed | Work to continue | <i>Chrysanthemoides monilifera</i> | Boneseed | Perennial shrub | 2 | 2 | Re-treatment | Re-treatment | All populations are being treated. |
| No Work Performed | No Planned Work | <i>Encalypta tomentosa</i> | Ruby saltbush | Perennial sub-shrub | 1 | 0 | New treatment? | New treatment? | Work may be initiated as trial, but many ROEs would be needed. Area is very urban. |
| Work Completed | Work to continue | <i>Euphorbia virgata</i> | Leafy spurge | Annual forb | 1 | 1 | Re-treatment | Re-treatment | All populations are being treated. Seedbank requires re-treatment. |
| Work Completed | Work to continue | <i>Genista monspessulana</i> | French broom | Perennial shrub | 5 | 3 + 1 other | Re-treatment | Re-treatment | Seedbank requires re-treatment. |
| Work Completed | Work to continue | <i>Hypericum canariense</i> | Canary Island St. John's wort | Perennial shrub | 16 | 3 + 6 others | Re-treatment | Re-treatment New treatment | Expand control on this species. NC started control of new site in 2024. |

| 2023 and 2024 | New: 2025 and 2027 | Scientific Name | Common Name | Growth form | Known pop (active*) | Populations AWM worked on in 2023/2024 | Populations to be worked on in 2025 | Populations to be worked on in 2026 | 2025-2027 Amendment #8 Notes |
|-------------------|--------------------|------------------------------|-----------------------|-----------------|---------------------|--|-------------------------------------|-------------------------------------|--|
| Work Completed | Work to continue | <i>Limonium duriusculum</i> | European sea lavender | Perennial forb | 14 | 7 + 3 others | Re-treatment New treatment | Re-treatment | New reports are still occurring. Difficult to control seedbank. |
| Work Completed | Work to continue | <i>Limonium ramosissimum</i> | Algerian sea lavender | Perennial forb | 19 | 6 + 7 other | Re-treatment New treatment | Re-treatment | New reports are still occurring. Difficult to control seedbank. |
| No Work performed | No Planned Work | <i>Lythrum salicaria</i> | Purple loosestrife | Perennial forb | 2 | 0 + 1 other | New treatment? | Re-treatment | Try to start site in Escondido, but difficulty getting ROEs. |
| No Work performed | No Work Planned | <i>Myoporum acuminatum</i> | Strichnine bush | Perennial shrub | 2 | 0 | New treatment? | Re-treatment | Initiate control on this species. |
| Work Completed | Work to continue | <i>Retama monosperma</i> | Bridal broom | Perennial shrub | 2 | 2 | Re-treatment | Re-treatment | All populations are being treated. Seedbank requires re-treatment. |
| No Work Performed | No Planned Work | <i>Sesbania punicea</i> | Rattlebox | Perennial shrub | 1 | 0 + 1 NC | No work | No work | All populations are being treated. Seedbank requires re-treatment. |

*Populations that are not eradicated (they still have seedbank expression and or live mature plants)

The coordinator will develop an operational work plan with input from technical experts, SDMMP staff, and land managers for Level 2 Management invasive species that will be incorporated into the annual work program. The coordinator will have to develop an approach to maximize the efficiencies of field crews in the eradication of Level 2 species. The coordinator will have to determine prioritization of species eradication given the funding and capacity constraints, and access to location of infestation.

There are now sixteen species in Level 2 Management (Table 3). Eleven of the species were worked on in 2023-24 by County AWM crews. Work may be initiated on up to four new species, if access and surveying confirm that the species can be effectively controlled. Work in 2025 and 2027 under Amendment #8 will follow Table 3:

- Re-treat all sites treated under the two work agreements (unless a different management entity has committed to the re-treatment work).
- Initiate control on additional sites where work has not started (as funding allows).
- Initiate new work on any newly discovered populations (as funding allows).

The goal of Level 3 management shall be the containment or eradication of populations of the target invasive species through a regionally coordinated control program by management units (i.e., group of preserves) or watersheds. Much of the management need at this level is for re-treatment following initial treatments for existing programs. New projects should also be undertaken to see if landscape level control is achievable for additional species (particularly upland species). During the initial years, a lower level of effort will be placed on Level 3 Management, but as Level 2 Management species are brought under control a higher level of effort can be redirected towards Level 3 Management. Prior to proposing any control of Level 3 species, a full evaluation of the benefits to one or more MSP species will be prepared in conjunction with the SDMMP and the full costs and time frame for achieving the identified objectives must be identified.

Level 3 Management, Containment

Table 4: Treatment schedule by AWM crews of Level 3 Management species (invasive non-native plants that were known to be distributed in the County at the ISP was written in 2012). Target plant populations may cover multiple properties and contain multiple discrete patches of plants.

| 2023 and 2024 | New: 2025 and 2027 | Scientific Name | Common Name | Growth form | Known pop (active*) | Populations AWM worked on in 2021/2022 | Populations to be worked on in 2025 | Populations to be worked on in 2026 | 2025-2027 Amendment #8 Notes |
|----------------|--------------------|-----------------------------|-------------|-------------|---------------------|--|-------------------------------------|-------------------------------------|--|
| Work Completed | Work to continue | <i>Oncosiphon pilulifer</i> | Stinknet | Annual forb | Many | 2 | Re-treatment | Re-treatment | Suppression of stinknet is being initiated in the region. County AWM will work on County properties and other sites as needed. Nature Collective is leading the control effort under a different contract. |

Table 5: Level 3 Management and containment species (species targets that are too abundant to be eradicated across the entire region).

| Scientific Name | Common Name | San Diego PAF Score | Regional Priority ¹ |
|--|---------------------------|---------------------|--------------------------------|
| <i>Arundo donax</i> | Giant reed | 8.9 | Very High |
| <i>Cortaderia selloana</i> and <i>jubata</i> | Pampas grass (and jubata) | 8.8 | High |
| <i>Cynara cardunculus</i> | Artichoke thistle | 6.3 | Very High |
| <i>Ehrharta calycina</i> | Perennial veldt grass | 5.9 | Medium |
| <i>Ehrharta longiflora</i> | Long-flowered veldt grass | 4.5 | Medium |
| <i>Emex spinosa</i> | Devil's thorn | 4.8 | Medium |
| <i>Iris pseudacorus</i> | Yellow flag iris | 5.6 | High |
| <i>Lepidium latifolium</i> | Perennial pepperweed | 7.9 | Very High |
| <i>Oncosiphon pilulifer</i> | Globe chamomile | 5.1 | Medium |
| <i>Spartium junceum</i> | Spanish broom | 5.2 | Medium |

¹ IPSP regional Priority is based on San Diego Plant Assessment Form (SDPAF) score and management feasibility.

The coordinator will develop an operational plan for Level 3 Management of invasive plants with input from technical experts, SDMMP staff, and land managers that will be incorporated into the annual work program. The coordinator will have to develop an approach to maximize the efficiencies of field crews in the management of Level 3 species. The coordinator, in collaboration with the SDMMP, will determine prioritization of species management given the funding, feasibility of achieving the identified objectives and capacity constraints, and access to location of infestation.

At this time stinknet control is the primary species that County AWM has worked on. The County will continue that work on County property at Furby Reserve and add additional stinknet sites as needed, particularly any on County lands. Most funding resources were directed to control Level 1 & 2 Management species as these are the priority under the IPSP Plan. Level 1 & 2 Management species will remain the focus of field work in 2025 and 2026.

The 2025-2027 annual work plan for Amendment #8 will outline work for Invasive Plant Level 1-3 Management species describing planned work (see Deliverables, Task 2).

Task 2 Deliverables

The coordinator will provide:

1. Annual work program outlining the species and location proposed for eradication under the coordinated control program.
2. Quarterly invoicing and reports to SANDAG on the actions for Level 1-3 species management including target species, locations, hours, and cost of actions of the field crews.
3. Annual submission of digital information for inclusion into a regional GIS database on all Level 1-3 activities conducted under this contract. All information shall be provided utilizing a geo-referenced spreadsheet and GIS shapefile utilizing fields that have been agreed on by the SDMMP so the data can be easily transferred into a regional database.

Project Budget – Exhibit B

Prior to the execution of this Amendment No. 8, the total expenditure under this Agreement amounts to \$1,917,198. This Amendment increases the contract value by \$419,302, resulting in a revised total contract amount of \$2,336,500. The distribution of the additional funds is set forth in the table below.

| Task Number | CIP Cost- Code | Task Name | Level of Effort | Minimum Hours | Budget |
|-------------|----------------------|--|------------------------------|---------------|-----------|
| 1 | 1200313 1600-0165 | Invasive Plant Species Coordinator & Tracking/Updating Invasive Species for Priority Removal | Less than or equal to 20% | 840 | \$71,400 |
| 2 | 1200313 1600-0165 | Invasive Plant Level 1- 3 Management | Greater than or equal to 80% | 2490 | \$347,902 |
| TOTAL | | | 100% | | \$419,302 |

Hours will be billed at the Contractor's actual costs, including indirect costs

Project Schedule – Exhibit C

| Task Number | Task Name | Start | Complete |
|-------------|--|-------------------|------------|
| 1 | Invasive Plant Species Coordinator & Tracking/Update Invasive Species for Priority Removal | Notice to Proceed | 06/30/2027 |
| 2 | Invasive Plant Level 1 -3 Management | Notice to Proceed | 06/30/2027 |



County of San Diego

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
1600 PACIFIC HIGHWAY, SUITE 206, MAIL STOP P-501
SAN DIEGO, CA 92101-2417
(619) 515-6555 • FAX (619) 515-6556

PATTY KAY DANON
CHIEF OPERATIONS OFFICER

March 26, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Kimberly Giardina, DSW, MSW, Deputy Chief Administrative Officer
Health & Human Services Agency

REQUEST FOR EXECUTION OF THE SECOND AMENDMENT TO THE COUNTY PERFORMANCE CONTRACT 21-10107 WITH THE STATE TO EXTEND THE TERM THROUGH FISCAL YEAR 2025-26

On January 26, 2021 (11), the San Diego County Board of Supervisors (Board) approved and authorized the Clerk of the Board to execute, upon receipt, the Fiscal Year 2020-21 County Performance Contract with the California Department of Health Care Services (DHCS). The Board also approved and authorized the Clerk of the Board to ratify, upon receipt, amendments and future year's Agreement and amendments with DHCS.

Enclosed are the following for your review and signature in blue ink:

- STD 213A Standard Agreement – Amendment for the County Performance Contract 21-10107 A2
- CCC 042017 Contractor Certification Clause

Please retain one copy of each document for your records. The amendment will extend the current Agreement through June 30, 2026, at no cost to the County of San Diego. DHCS is requesting a return of the signed amendment by March 31, 2025. If you have any questions on this matter, please contact Dan Vasquez by email at Dan.Vasquez@sdcounty.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kimberly Giardina".

Kimberly Giardina, DSW, MSW
Deputy Chief Administrative Officer

KG:dv
Attachments

DATE: February 26, 2025

TO: County Partner

SUBJECT: Transmittal of the County Performance Contract (CPC) Extension through SFY 2025-26

Enclosed for signature is the CPC Amendment to extend the contract terms for an additional 12 (twelve) months.

The Contract must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) by the close of business on **March 31, 2025**.

The requirements for processing the 12-month extension Contract include the following:

- Original resolutions will be used for this Amendment. However, if the County needs to obtain a new resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which **specifically** approves and authorizes execution of this Contract Amendment must be included.
- The individual authorized by the County Board of Supervisors (BOS) must sign three Standard Agreements (STD 213A). Please ensure that the printed name, title, and address are correct. If they are not correct, then please cross out and replace to the right side of the name and/or address (ensuring all written information is legible).
- Return the following to DHCS: ****Please do not staple any documents.****
 - **One** copy of the resolution, if applicable, approved board of minutes, order, motion, or ordinance (or authority documentation if signed by someone other than BOS).
 - **Two** original blue ink wet signed STD 213As. Only an original wet signature will be accepted; signature stamps or seals are **not** an acceptable form of signature.
 - **Two** copies of each of the following exhibits:
 - Standard Agreement - Amendment (Form STD 213A)
 - Contractors Certification Clause (CCC 04/2017)



➤ Send to:

| Regular Mail & Overnight Mail |
|---|
| Department of Health Care Services Procurement and Contracting Division Attention: Nga Pham 1501 Capitol Avenue, MS 4200 Sacramento, CA 95814 |

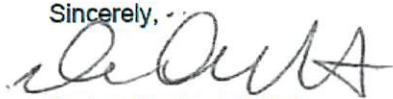
➤ Please retain a copy of the signed STD 213A as a temporary record until such time you receive a copy of the executed Agreement.

Upon DHCS' receipt of the signed STD 213A's and authority documentation (including all enclosed exhibits), the Contract will be processed, and an original signed copy will be returned for your records with all related contractual documents.

This Contract will be valid and enforceable subject to authorization and appropriation of sufficient funds to DHCS' budget authority. If sufficient authorization and appropriation of funds to DHCS' budget authority is denied, then a reduction of funds will be made to your Contract.

We appreciate working with you. If you have any questions, then contact us at FGBContracts@dhcs.ca.gov.

Sincerely,



DeAnn Harrison, Chief

Contracts Unit 1

Federal Grants Branch

Community Services Division

California Department of Health Care Services

Enclosures:

- Standard Agreement - Amendment (Form STD 213A)
- Contractors Certification Clause (CCC 04/2017)
- Exhibit A - (This is for reference only with the new GenAI added language)

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, JANUARY 26, 2021**

MINUTE ORDER NO. 11

SUBJECT: AUTHORIZE COMPETITIVE SOLICITATIONS AND AMENDMENTS TO EXTEND EXISTING BEHAVIORAL HEALTH SERVICES CONTRACTS, AUTHORIZE A REQUEST FOR STATEMENT OF QUALIFICATIONS, SINGLE SOURCE PROCUREMENTS AND AMENDMENTS FOR AUGMENTED SERVICES PROGRAMS, AUTHORIZE EXECUTION OF REVENUE AGREEMENT WITH THE STATE DEPARTMENT OF REHABILITATION, AND RATIFY BEHAVIORAL HEALTH SERVICES PERFORMANCE CONTRACT AGREEMENT WITH THE STATE (DISTRICTS: ALL)

OVERVIEW

In a series of actions since 1999, the San Diego County Board of Supervisors (Board) approved initiatives to redesign and implement an expanded continuum of comprehensive behavioral health care for children, adolescents, transition age youth, adults, older adults, and families. The County of San Diego (County) Health and Human Services Agency (HHS) Behavioral Health Services (BHS) department provides a comprehensive array of community-based mental health and substance use disorder services through contracts with local public and private agencies to vulnerable populations, including individuals who are experiencing homelessness, individuals with justice involvement, and children and youth with complex behavioral health conditions. In pursuit of these initiatives, the Board previously approved the procurement of these critical services.

As the County continues to evaluate and address the impact of the novel coronavirus (COVID-19), BHS remains focused on maintaining continuity of critical mental health and substance use disorder services to the most vulnerable individuals and families within the community. BHS is committed to delivering impactful and equitably distributed essential services throughout the region, through enhanced data governance and integration of data systems which support the measurement of impactful, evidence-based outcomes, and responsible fiscal stewardship.

Approval of today's recommended actions authorizes competitive solicitations and amendments to extend existing behavioral health services contracts, including single source contracts, to sustain critical behavioral health services. Approval of today's recommended actions will also authorize a Request for Statement of Qualifications (RFSQ) and to subsequently award contracts to expand augmented services program (ASP) capacity; and in support of COVID-19 surge capacity needs, authorize one or more single source procurements for ASPs, and amendments to existing ASP contracts to expand ASP capacity.

Additionally, today's action request the Board authorize a revenue agreement with the State of California, Department of Rehabilitation for mental health employment services. Also, today's action request the Board authorize ratification of the Fiscal Year (FY) 2020-21 Performance Contract Agreement with the California Department of Health Care Services to provide public mental health services throughout the county. These recommended actions support the continuation of critical work to advance the Behavioral Health Continuum of Care in alignment with Board direction.

Today's action supports the County's *Live Well San Diego* vision by ensuring access to services, promoting health and well-being in children, adults, and families, and encouraging self-sufficiency, which together promote a region which is building better health, living safely, and thriving.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

1. In accordance with Section 401, Article XXIII of the County Administrative Code, authorize the Director, Department of Purchasing and Contracting, to issue competitive solicitations for behavioral health services including clubhouse services, housing support services, assisted outpatient treatment and evaluation services, outpatient mental health services, onsite care coordination and case management, and homeless outreach workers services, and upon successful negotiations and determination of a fair and reasonable price, award contracts for an initial term of up to one year, with one to four option years, and up to an additional six months, if needed; and to amend the contracts to reflect changes in program, funding or service requirements, subject to the availability of funds and the approval of the Agency Director, Health and Human Services Agency.
2. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, authorize the Director, Department of Purchasing and Contracting, subject to successful negotiations and a determination of a fair and reasonable price, to amend the contracts listed in Attachment A, Table 1 extending the contract term up to June 30, 2022, and up to an additional six months if needed; expand services, subject to the availability of funds; and amend the contracts as required in order to reflect changes to services and funding allocations, subject to the approval of the Agency Director, Health and Human Services Agency.
3. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, authorize the Director, Department of Purchasing and Contracting, subject to successful negotiations and a determination of a fair and reasonable price, to amend the single source contracts listed in Attachment A, Table 2 extending the contract term up to June 30, 2022, and up to an additional six months if needed; expand services, subject to the availability of funds; and amend the contracts as required in order to reflect changes to services and funding allocations, subject to the approval of the Agency Director, Health and Human Services Agency.
4. In accordance with Section 401, Article XXIII of County Administrative Code, Authorize the Director, Department of Purchasing to issue a Request for Statement of Qualifications (RFSQ) for augmented services programs (ASPs) and re-release the RFSQ, as needed, and upon successful negotiations and determination of fair and reasonable price, award contracts for a term of one year with up to four option years, and an additional six months, if needed, and to amend the contracts, as needed, to reflect changes in program, funding or service requirements, subject to the availability of funds and approval of the Agency Director, Health and Human Services Agency.
5. Authorize the expansion of augmented services programs (ASPs) to support COVID-19 surge capacity needs, through the following actions:
 - a. In accordance with Board Policy A-87, Competitive Procurement, approve and authorize the Director, Department of Purchasing and Contracting, enter into negotiations with ASP providers, and subject to successful negotiations and determination of a fair and reasonable price, enter into one or more single source contracts for an initial term of up to one year, with up to four option years, and up to an additional six months, if needed, and to amend the contracts, as needed, to reflect changes in program, funding or service requirements, subject to the availability of funds and approval of the Agency Director, Health and Human Services Agency.

- b. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, authorize the Director, Department of Purchasing and Contracting, subject to successful negotiations and a determination of a fair and reasonable price, to amend existing ASP contracts listed in Attachment A Table 3, if needed, to reflect changes in program, funding or service requirements, subject to the availability of funds and approval of the Agency Director, Health and Human Services Agency.
6. In accordance with Board Policy B-29, authorize the Director, Health and Human Services Agency, upon receipt, to execute the Cooperative Agreement with the State Department of Rehabilitation for mental health employment services for Fiscal Years 2021-22 through 2023-24, amendments thereto, and in agreements and amendments in future years, provided terms, conditions, program services and funding are not materially impacted or altered.
7. Approve and authorize the Clerk of the Board to ratify the Fiscal Year 2020-21 Performance Contract Agreement with the California Department of Health Care Services, amendments thereto, and future years' Agreement and amendments, provided terms, conditions, and funding are not materially impacted, subject to the approval of the Director, Health and Human Services Agency.

FISCAL IMPACT

Funds for this request are included in the Fiscal Year 2020-22 Operational Plan in the Health and Human Services Agency. If approved, today's recommendations will result in approximate costs and revenue of \$0.9 to \$1.3 million in Fiscal Year 2020-21 and \$175.2 to \$183.3 million in Fiscal year 2021-22. There will be no change in net General Fund cost and no additional staff years.

Recommendation #1: Authorization to Issue Competitive Solicitations

If approved, this request will result in estimated costs and revenue ranging from \$20.9 to \$27.9 million in Fiscal Year 2021-22 and \$21.2 to \$28.2 million in Fiscal Year 2022-23. The funding sources are Short-Doyle Medi-Cal, Drug Medi-Cal, Projects for Assistance in Transition from Homelessness (PATH), State General Funds, Mental Health Services Act (MHSA) and Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendations #2 & #3: Authorization to Extend and Amend Contracts

If approved, this request will result in estimated costs and revenue of \$150.3 million in Fiscal Year 2021-22. The funding sources are, Short-Doyle Medi-Cal, Drug Medi-Cal, Substance Abuse Block Grant (SABG), State General Funds, Mental Health Services Act (MHSA) and Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendation #4: Authorization to Issue a Request for Statement of Qualifications and Award Contracts for Augmented Services Programs

If approved, this request will result in estimated costs and revenue ranging from \$1.4 to \$1.8 million in Fiscal Year 2021-22. The funding sources are Mental Health Services Act (MHSA) and Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendations #5 a & b: Authorization to Execute Single Source Contracts and Amend Existing Augmented Services Program Contracts to Expand Capacity in Support COVID-19 Surge Needs

If approved, this request will result in estimated costs and revenue ranging from \$0.9 to \$1.3 million in Fiscal Year 2020-21 and \$2.2 - 2.9 million in Fiscal Year 2021-22. The funding sources are Mental Health Services Act (MHSA) and Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendation #6: Execute a Cooperative Agreement with the State Department of Rehabilitation for Mental Health Employment Services

If approved, this request will result in estimated costs and revenue of \$0.4 million in Fiscal Year 2021-22. The funding source is Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendation #7: Ratify the Performance Contract Agreement with the State Department of Health Care Services

There is no fiscal impact from this action. There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Fletcher, seconded by Supervisor Desmond, the Board of Supervisors took action as recommended.

AYES: Vargas, Anderson, Lawson-Remer, Fletcher, Desmond

State of California)
County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.



ANDREW POTTER
Clerk of the Board of Supervisors



STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 26 PAGES

AGREEMENT NUMBER

21-10107

AMENDMENT NUMBER

A2

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of San Diego

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2026

3. The maximum amount of this Agreement after this Amendment is:

\$0.00 (Zero Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this Amendment is the date approved by DHCS.

II. Purpose of amendment: This amendment extends the contract term end date by 12 (twelve) months. All references to the former contract term of July 1, 2021 through June 30, 2025 in any incorporated exhibit are hereinafter deemed to read July 1, 2021 through June 30, 2026.

III. Certain changes made in this amendment are shown as: Text Additions are displayed in bold and underline. Text deletions are displayed as strike through text.

IV. All other terms and conditions shall remain the same.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego

CONTRACTOR BUSINESS ADDRESS

3255 Camino Del Rio South

CITY

San Diego

STATE

CA

ZIP

92108

PRINTED NAME OF PERSON SIGNING

Andrew Potter

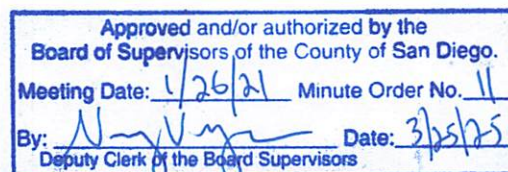
TITLE

Clerk of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3/25/25

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSELBY Andrew Gregor
ANDREW GREGOR, SENIOR DEPUTY

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 26 PAGES

| AGREEMENT NUMBER | AMENDMENT NUMBER | Purchasing Authority Number |
|------------------|------------------|-----------------------------|
| 21-10107 | A2 | |

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

2024 Budget Act-AB1812

Contractor Certification Clauses

CCC 04/2017

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY Andrew Gregor

ANDREW GREGOR, SENIOR DEPUTY

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)

Federal ID Number

County of San Diego

95-6000934

By (Authorized Signature)



Printed Name and Title of Person Signing

Andrew Potter, Clerk of the Board of Supervisors



Date Executed

3/25/25

Executed in the County of

San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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1. Service Overview

The California Department of Health Care Services (hereafter referred to as DHCS or Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

2. Service Location

The services shall be performed at appropriate sites as described in this contract.

3. Service Hours

The services shall be provided during times required by this contract.

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4. Project Representatives

A. The project representatives during the term of this Agreement will be:

| Department of Health Care Service | County of San Diego |
|---|---|
| Contract Manager: Ivan Bhardwaj Telephone: (916) 345-7483 Fax: (916) 440-7621 Email: Ivan.Bhardwaj@dhcs.ca.gov | Luke Bergmann, PhD, Mental Health Director Telephone: (619) 515-6923 Email: luke.bergmann@sdcounty.ca.gov |

B. Direct all inquiries to:

| Department of Health Care Services | County of San Diego |
|---|--|
| Behavioral Health – Community Services Division/Federal Grants Section Attention: DeAnn Harrison 1501 Capitol Avenue, MS 2624 P.O. Box Number 997413 Sacramento, CA, 95899-7413 Phone: (916) 345-8700 Email: DeAnn.Harrison@dhcs.ca.gov | Attention: Tabatha Lang P. O. Box 85524 San Diego, CA, 92108 Phone: (619) 563-2741 Email: Tabatha.Lang@sdcounty.ca.gov |

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. General Requirements for Agreement

Welfare and Institutions Code section 5651, subdivision (b), provides specific assurances, which are listed below, that must be included in this Agreement. County shall:

- A. Comply with the expenditure requirements of Welfare and Institutions Code section 17608.05,
- B. Provide services to persons receiving involuntary treatment as required by Part 1 (commencing with section 5000) and Part 1.5 (commencing with section 5585) of Division 5 of the Welfare and Institutions Code,

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- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

6. Services Authority

A. The Mental Health Services Act Program

1) Program Description

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through

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funding received by a one percent tax on personal incomes in excess of \$1 million. Counties use this funding for projects and programs for prevention and early intervention, community services and supports, workforce development and training, innovation, plus capital facilities and technological needs through mental health projects and programs. The State Controller distributes MHS Funds to the counties to plan for and provide mental health programs and other related activities outlined in a county's three-year program and expenditure plan or annual update. MHS Funds are distributed by the State Controller's Office to the counties on a monthly basis.

DHCS shall monitor County's use of MHS Funds to ensure that the County meets the MHSA and MHS Fund requirements. (Gov. Code §§ 11180-11182; Welf. & Inst. Code, §§ 5651, subd. (b)(10), 5897, subd. (d), & 14124.2, subd. (a).)

2) Issue Resolution Process

County shall have an Issue Resolution Process (Process) to handle client disputes related to the provision of their mental health services. The Process shall be completed in an expedient and appropriate manner. County shall develop a log to record issues submitted as part of the Process. The log shall contain the date the issue was received; a brief synopsis of the issue; the final issue resolution outcome; and the date the final issue resolution was reached.

3) Revenue and Expenditure Report

County shall submit its Revenue and Expenditure Report (RER) electronically to the Department and the Mental Health Services Oversight and Accountability Commission by January 31 following the close of the fiscal year in accordance with Welfare and Institutions Code sections 5705 and 5899, regulations, and DHCS-issued guidelines. The RER shall be certified by the County's Behavioral Health Director (also referred to as "mental health director"), using the DHCS-issued certification form (DHCS Form 1820). Data submitted shall be full and complete. If the RER does not meet the requirements, in accordance with the procedure in section 9 of this Agreement, DHCS may withhold payments from the MHS Fund until the County submits a complete RER. (Welf. & Inst. Code, §§ 5655; Cal. Code Regs., tit. 9, § 3510, subd. (a).)

4) Distribution and Use of Local Mental Health Services Funds:

- a. Welfare and Institutions Code section 5891, subdivision (c), provides that commencing July 1, 2012, on or before the 15th day of each

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month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

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annual update pursuant to Welfare and Institutions Code section 5847.
(Welf. & Inst. Code, §§ 5891, subd. (d), 5892, subd. (g).)

5) Three-Year Program and Expenditure Plan and Annual Updates:

- a. County shall prepare and submit a three-year program and expenditure plan, and annual updates, adopted by County's Board of Supervisors, to the Mental Health Services Oversight and Accountability Commission (MHSOAC) and DHCS within 30 calendar days after adoption. (Welf. & Inst. Code, § 5847, subd. (a).) The three-year program and expenditure plan and annual updates shall include all of the following:**
 - i. A program for PEI in accordance with Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840). (Welf. & Inst. Code, § 5847, subd. (b)(1).)**
 - ii. A program for services to children in accordance with Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), to include a wraparound program pursuant to Chapter 4 of Part 6 of Division 9 of the Welfare and Institutions Code (commencing with section 18250), or provide substantial evidence that it is not feasible to establish a wraparound program in the County. (Welf. & Inst. Code, § 5847, subd. (b)(2).)**
 - iii. A program for services to adults and seniors in accordance with Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800). (Welf. & Inst. Code, § 5847, subd. (b)(3).)**
 - iv. A program for innovation in accordance with Part 3.2 of Division 5 of the Welfare and Institutions Code (commencing with section 5830). (Welf. & Inst. Code, § 5847, subd. (b)(4).) Counties shall expend funds for their innovation programs upon approval by the Mental Health Services Oversight and Accountability Commission. (Welf. & Inst. Code, § 5830, subd. (e).)**
 - v. A program for technological needs and capital facilities needed to provide services pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the**

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Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)

- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
 - vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
 - viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
 - ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)
- b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

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including the needs of transition age foster youth. (Welf. & Inst. Code, § 5847, subd. (c).)

- c. County shall prepare expenditure plans for the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, and annual expenditure updates. Each expenditure plan and annual update shall indicate the number of children, adults, and seniors to be served, and the cost per person. The expenditure update shall also include utilization of unspent funds allocated in the previous year and the proposed expenditure for the same purpose. (Welf. & Inst. Code, § 5847, subd. (e).)
- d. County's three-year program and expenditure plan and annual updates shall include reports on the achievement of performance outcomes for services provided pursuant to the Adult and Older Adult Mental Health System of Care Act, Prevention and Early Intervention, and the Children's Mental Health Services Act, which are funded by the Local MHS Fund and established jointly by DHCS and the MHSOAC, in collaboration with the County Behavioral Health Directors Association of California. (Welf. & Inst. Code, § 5848, subd. (c).) County contracts with providers shall include the performance goals from the County's three-year program and expenditure plan and annual updates that apply to each provider's programs and services.
- e. County's three-year program and expenditure plan and annual update shall consider ways to provide services to adults and older adults that are similar to those established pursuant to the Mentally Ill Offender Crime Reduction Grant Program. Funds shall not be used to pay for persons incarcerated in State prison or parolees from State prisons. (Welf. & Inst. Code, § 5813.5, subd. (f).)

6) Planning Requirements and Stakeholder Involvement:

- a. County shall develop its three-year program and expenditure plan and annual update with local stakeholders, including adults and seniors with severe mental illness, families of children, adults, and seniors with severe mental illness, providers of services, law enforcement agencies, education, social services agencies, veterans, representatives from veterans organizations, providers of alcohol and drug services, health care organizations, and other important interests. Counties shall demonstrate a partnership with constituents and stakeholders throughout the process that includes meaningful stakeholder involvement on mental health policy, program planning, and implementation, monitoring, quality improvement, evaluation, and budget allocations. County shall prepare and circulate a draft plan and

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update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

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- d. The County shall adopt the following standards in planning, implementing, and evaluating the programs and/or services provided with MHSA funds:
 - i. Community Collaboration, as defined in California Code of Regulations, Title 9, section 3200.060
 - ii. Cultural Competence, as defined in section 3200.100;
 - iii. Client Driven, as defined in section 3200.050;
 - iv. Family Driven, as defined in section 3200.120;
 - v. Wellness, Recovery and Resilience focused; and
 - vi. Integrated Service Experiences for clients and their families, as defined in section 3200.190.

The planning, implementation and evaluation process includes, but is not limited to, the Community Program Planning Process; development of the Three-Year Program and Expenditure Plans and updates; and the manner in which the County delivers services and evaluates service delivery. (Cal. Code Regs., tit. 9, § 3320.)

7) County Requirements for Handling MHSA Funds

- a. County shall place all funds received from the State MHS Fund into a Local MHS Fund. The Local MHS Fund balance shall be invested consistent with other County funds and the interest earned on the investments shall be transferred into the Local MHS Fund. (Welf. & Inst. Code, § 5892, subd. (f).)
- b. When accounting for all receipts and expenditures of MHSA funds, County must adhere to uniform accounting standards and procedures that conform to the Generally Accepted Accounting Principles (GAAP), as prescribed by the State Controller in California Code of Regulations, Title 2, division 2, chapter 2, subchapter 1, Accounting Procedures for Counties, sections 901-949, and a manual, which is currently entitled "Accounting Standards and Procedures for Counties" and available at http://www.sco.ca.gov/pubs_guides.html, (Gov. Code, § 30200),

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except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

8) Department Compliance Investigations:

- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSA. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:

- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

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invoke any, or any combination of, the following sanctions per Welfare and Institutions Code section 5655:

- i. Withhold part or all State mental health funds from County.
- ii. Require County to enter into negotiations with DHCS to agree on a plan for County to address County's non-compliance.
- iii. Bring an action in mandamus or any other action in court as may be appropriate to compel compliance. Any action filed in accordance with the section shall be entitled to a preference in setting a date for hearing.

B. Bronzan-McCorquodale Act

1) Description

The Bronzan-McCorquodale Act realigned responsibility for administration of community mental health services, for the indigent population, to counties (Welf. & Inst. Code, § 5600) and provided a dedicated funding source. The County's primary goal in using the funds is to provide an array of treatment options to seriously emotionally disturbed children and adults who have a serious mental disorder, in every geographic area, to the extent resources are available to the County. (Welf. & Inst. Code, §§ 5600.3, 5600.35, 5600.4) The mission of California's mental health system shall be to enable persons experiencing severe and disabling mental illnesses and children with serious emotional disturbances to access services and programs that assist them, in a manner tailored to each individual, to better control their illness, to achieve their personal goals, and to develop skills and supports leading to their living the most constructive and satisfying lives possible in the least restrictive available settings. (Welf. & Inst. Code, § 5600.1)

2) County Obligations

County shall comply with all requirements in the Bronzan McCorquodale Act (Welf. & Inst. Code, § 5600 et. Seq.) and specifically, county shall comply with the following:

- a. County shall fund children's services pursuant to the requirements of Welfare and Institutions Code sections 5704.5 and 5704.6.
- b. County shall comply with reporting requirements developed by the Department. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(4))
- c. To the extent resources are available, County shall maintain the program principles and array of treatment options required under

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Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive.
(Welf. & Inst. Code, § 5614, subd. (b)(5))

- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

C. Lanterman-Petris-Short Act

1) Description

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

2) Reporting and Data Submission Requirements

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

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Program Specifications

- c. The County shall collect information and submit reports to DHCS as specified in Welfare and Institutions Code section 5326.15, subdivision (a).

3) Laura's Law

If the County operates an Assisted Outpatient Treatment Program pursuant to Welfare and Institution Code, Division 5, Part 1, Chapter 2, Article 9, (Laura's Law), it shall be required to comply with all applicable statutes including, but not limited to, Welfare and Institutions Code sections 5345 through 5349.1, inclusive. In addition, a county or group of counties that has a Laura's Law program shall:

- a. Maintain and provide data to DHCS regarding the services the county provides under Laura's Law. (Welf. & Inst. Code § 5348 (d).) The report shall include an evaluation of the effectiveness of the strategies employed by each program in reducing homelessness and hospitalization of persons in the program and in reducing involvement with local law enforcement by persons in the program. The County shall maintain and include in the report to DHCS all of the information enumerated in Welfare and Institutions Code section 5348, subdivision (d), paragraphs (1) through (14).
- b. Pay for the provision of services under Welfare and Institutions Code sections 5347 and 5348 using funds distributed to the counties from the Mental Health Subaccount, the Mental Health Equity Subaccount, and the Vehicle License Collection Account of the Local Revenue Fund, funds from the Mental Health Account and the Behavioral Health Subaccount within the Support Services Account of the Local Revenue Fund 2011, funds from the Mental Health Services Fund when included in county plans pursuant to Section 5847, and any other funds from which the Controller makes distributions to the counties for those purposes. (Welf. & Inst. Code § 5349.)

D. Projects For Assistance In Transition From Homelessness Program (42 U.S.C. §§ 290cc-21 -290cc-35, inclusive)

Pursuant to Title 42 of the United States Code, sections 290cc-21 through 290cc-35, inclusive, the State of California has been awarded federal homeless funds through the federal McKinney Projects for Assistance in Transition from Homelessness (PATH) formula grant. The PATH grant funds community based outreach, mental health and substance abuse

Exhibit A
Program Specifications

referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:

<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

Exhibit A
Program Specifications

by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The MHBG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for MHBG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

F. Substance Abuse Prevention And Treatment Block Grant Program (42 U.S.C. § 300x-1 et seq.)

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care programs.

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for, and DHCS approved its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The SABG is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for SABG funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

G. Crisis Counseling Assistance And Training Program (42 U.S.C. § 5183)

Pursuant to Title 42 United States Code section 5183, and upon the issuance of a Presidential declaration of a major disaster, the State of California may

Exhibit A
Program Specifications

be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
 - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
 - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
 - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

Exhibit A
Program Specifications

program performance reviews and federal audits. (44 C.F.R. § 206.171(k) & 42 C.F.R. § 38.9.)

- 4) For reference, FEMA Crisis Counseling Assistance and Training Program (FEMA secondary guidance), is accessible at the following link:
<https://www.samhsa.gov/dtac/ccp-toolkit>.

7. Reporting and Data Submission Requirements

County shall comply with all data and information submission requirements specified in this Agreement.

- A. County shall provide all applicable data and information required by federal and/or State law in order to receive any funds to pay for its MHSA programs, PATH grant (if the County receives funds from this grant), MHBG grant (if the County receives funds from this grant), SABG grant (if the County receives funds from this grant), CCP program, or County provision of community mental health services provided with 1991 realignment funds (other than Medi-Cal). These federal and State laws include Title 42 of the United States Code, sections 290cc-21 through 290ee-10 and 300x through 300x-68, inclusive, Welfare & Institutions Code sections 5610 and 5664 and the regulations that implement, interpret or make specific, these federal and State laws and any DHCS-issued guidelines that relate to the programs or services.
- B. County shall comply with DHCS reporting requirements related to the County's receipt of federal or State funding for mental/behavioral health programs. County shall submit complete and accurate information to DHCS, and as applicable the Mental Health Services Oversight and Accountability Commission, including, but not limited, to the following:
 - 1) Client and Service Information (CSI) System Data, as specified in Title 9 of the California Code of Regulations, section 3530.10. (See also section 7, subparagraph (C) of this Agreement.)
 - 2) MHSA Quarterly Progress Reports, as specified in the California Code of Regulations, Title 9, section 3530.20. MHSA Quarterly Progress Reports

Exhibit A
Program Specifications

provide the actual number of clients served by MHSA-funded program.
Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
 - 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
 - 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
 - 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
 - 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
 - 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
 - 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.
- C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:
- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
 - 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
 - 3) Make diligent efforts to minimize errors on the CSI error file.
 - 4) Correct all errors on the CSI error file.
 - 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

Exhibit A
Program Specifications

- D. In the event that DHCS or County determines that, due to federal or State law changes or business requirements, an amendment is needed of either County's or DHCS' obligations under this contract relating to either DHCS' or County's information needs, both DHCS and County agree to provide notice to the other party as soon as feasible prior to implementation. This notice shall include information and comments regarding the anticipated requirements and impacts of the projected changes. DHCS and County agree to meet and discuss the design, development, and costs of the anticipated changes prior to implementation.
- E. For all mental health funding sources received by County that require submission of a cost report, County shall submit a fiscal year-end cost report by December 31 following the close of the fiscal year in accordance with applicable federal and State law, regulations and DHCS-issued guidelines. (Welf. & Inst. Code § 5705; Cal. Code Regs., tit. 9, §§ 3500, 3505.) The cost report shall be certified as true and correct, and with respect to Local Mental Health Service Fund moneys, that the County is in compliance with the California Code of Regulations, Title 9, section 3410, Non-Supplant. The certification must be completed by the Behavioral Health Director and one of the following: the County mental health department's chief financial officer (or equivalent), an individual who has delegated authority to sign for and reports directly to the County mental health department's chief financial officer (or equivalent), or the County's auditor-controller (or equivalent). Data submitted shall be full and complete. County shall also submit a reconciled cost report certified by the Behavioral Health Director and the County's auditor-controller as being true and correct no later than 18 months after the close of the following fiscal year.
- F. If applicable to a specific federal or State funding source covered by this Agreement, County shall require each of its subcontractors to submit a fiscal year-end cost report to DHCS no later than December 31 following the close of the fiscal year, in accordance with applicable federal and State laws, regulations, and DHCS-issued guidelines.

8. Special Terms and Conditions

A. Audit and Record Retention

(Applicable to agreements in excess of \$10,000)

- 1) County and/or Subcontractor(s) shall maintain records, including books, documents, and other evidence, accounting procedures and practices, sufficient to properly support all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this

Exhibit A
Program Specifications

Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County 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, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

Exhibit A
Program Specifications

- 6) County shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in 2 Code of Federal Regulations part 200.

B. Dispute Resolution Process for Projects for Assistance in Transition from Homelessness Program Grant, Community Mental Health Services Grant Program, and Substance Abuse Prevention and Treatment Block Grant Program.

If a dispute arises between the Contractor and DHCS regarding Contractor compliance with Section 6 of this Agreement, subparagraph D, Projects for Assistance in Transition from Homelessness Program, subparagraph E, Community Mental Health Services Grant Program, or subparagraph F, Substance Abuse Prevention and Treatment Block Grant Program, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor must first informally discuss the problem with the DHCS Project Representative listed in subparagraph 3 below. If the parties are unable to resolve the problem informally, the Contractor must mail a written Statement of Dispute, with supporting evidence, to DHCS at the address listed in subparagraph 3 below. The Statement of Dispute must describe the issues in dispute, the legal authority or other basis for the Contractor's position, and the remedy sought.
- 2) The Branch Chief of DHCS' Operations Branch will decide the dispute and mail a written decision to the Contractor within twenty (20) working days of receiving the Statement of Dispute from the Contractor. The decision will be in writing, resolve the dispute, and include a statement of the reasons for the decision that addresses each issue raised by the Contractor. If applicable, the decision will also indicate any action Contractor must take to comply with the decision. The Branch Chief's decision shall be the final administrative determination of DHCS.
- 3) Unless otherwise agreed to in writing by DHCS, the Statement of Dispute, supporting documentation, and all correspondence and documents related to the dispute resolution process shall be directed to the following:

Exhibit A
Program Specifications

Department of Health Care Services
Community Services Division/Federal Grants Section
Attention: Waheeda Sabah
1500 Capitol Avenue, MS 2624
P.O. Box Number 997413
Sacramento, CA, 95899-7413

C. Novation

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

D. Welfare and Institutions Code section 5751.7 Waiver

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

Exhibit A
Program Specifications

A, Attachment I. Execution of this Agreement shall continue independently of the waiver review and approval process.

- 6) In unusual or emergency circumstances, when County needs to request waivers after the annual Performance Contract has been executed, these requests should be e-mailed, with the subject line "Performance Contract: Unusual or Emergency Circumstances", immediately to:

California Department of Health Care Services
Community Services Division/Community Support Branch
Policy, Monitoring, & Finance Section
e-mail: MHSA@dhcs.ca.gov.

- 7) Each admission of a minor to a facility that has an approved waiver shall be reported to the Local Behavioral Health Director.

E. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced pursuant to this Agreement shall comply with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973 as amended (29 U.S.C. § 794(d)), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Code of Federal Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

F. Change in County Behavioral Health Director

County agrees to notify DHCS immediately if there is any change in the position of the County Behavioral Health Director. County shall provide DHCS the contact information for any new County Behavioral Health Director appointed

9. **GenAI Technology Use & Reporting**

- A. **During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any**

Exhibit A
Program Specifications

new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

- B. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.
- C. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

10 Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued [Executive Order N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that will be grounds for termination of this agreement. The State must provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination will be at the sole discretion of the State.



County of San Diego

COSD CLERK OF THE BOARD
2025 MAR 4 PM 2:26

ANDREW STRONG
DEPUTY CHIEF ADMINISTRATIVE OFFICER
(619) 531-4535

PUBLIC SAFETY GROUP
1600 PACIFIC HIGHWAY, ROOM 205, SAN DIEGO, CA 92101

COSD CLERK OF THE BOARD
2025 MAR 4 PM 2:26

February 20, 2025

TO: Andrew Potter A-45
Clerk of the Board of Supervisors

FROM: Andrew Strong A-65
Deputy Chief Administrative Officer

REQUEST FOR CLERK OF THE BOARD OF SUPERVISORS EXECUTION OF REVENUE AGREEMENTS PURSUANT TO ADMINISTRATIVE CODE SECTION 123

Pursuant to San Diego County Administrative Code Section 123, this is a request to execute the revenue agreement for City of Imperial Beach, to pay the Sheriff for the maintenance of radio communications equipment and professional radio engineering services on as needed basis.

The agreement will not exceed the \$250,000 annual revenue limit and recovers full cost, including overhead costs per Board Policy B-29.

Please contact Mayla Alvaro at (858) 495-5232 or via email at Mayla.Alvaro@sdsheriff.gov if you have any questions or concerns.


Andrew Strong
Deputy Chief Administrative Officer
Public Safety Group

AS:DB:ma

Attachments: Request for Approval of Revenue Contracts (A&C OFP Form)
Customer Service Agreement for Maintenance of Radio Communications Equipment
and Professional Radio Engineering Services for Imperial Beach

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

Date: 02/20/25 Department: SHERIFF

Contract Begin Date: 03/15/25 End Date: 03/01/30 Grant: NO

*Oracle Award #: 507102 Org #: 39496 Amount: \$3,000/YR

Contact Person: MAYLA ALVARO Phone #: 858-495-5232

Contracting Agency/Grantor: CITY OF IMPERIAL BEACH

Description: Revenue agreement for maintenance of radio communications equipment and professional radio engineering services (on as needed)

☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Brooks, David Digitally signed by Brooks, David
Date: 2025 02 20 12:34:14 -08'00' Date: 02/20/25

Approved By:

| | | |
|-------------------------------|--------------------|-----------------------|
| Group Finance Director: | <u>[Signature]</u> | Date: <u>2/27/25</u> |
| County Counsel: | <u>Mark Day</u> | Date: <u>3/4/2025</u> |
| Chief Administrative Officer: | <u>[Signature]</u> | Date: <u>2/27/25</u> |
| Office of Financial Planning: | <u>[Signature]</u> | Date: <u>3/4/2025</u> |

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

| | |
|---------------------|--------------------|
| OFF USE ONLY | |
| Init: <u>TK</u> | OFP#: <u>25-63</u> |



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 20, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

A-65

FROM: David Brooks, Manager
Wireless Services Division, Sheriff's Office

O-56

CUSTOMER AGREEMENTS FOR RADIO MAINTENANCE AND PROFESSIONAL RADIO ENGINEERING SERVICES

This is a request for approval of a revenue agreement for City of Imperial Beach to pay the Sheriff for the maintenance of radio communications equipment and professional radio engineering services on as needed basis, pursuant to San Diego County Administrative Code Section 123 and Board Policy B-29.

The agreement will not exceed the \$250,000 annual revenue limit and recovers full cost, including overhead costs per Board Policy B-29.

This agreement supports the Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster, thereby contributing to the overall success of San Diego region.

If you approve of the revenue agreement, please sign the attached memo to the Clerk of the Board to execute the agreement.

Please contact Mayla Alvaro at (858) 495-5232 or via email at Mayla.Alvaro@sdsheriff.gov if you have any questions or concerns.

KELLY A. MARTINEZ, SHERIFF

David Brooks

David Brooks
Manager, Wireless Services Division
Sheriff's Office

Customer Agreement for Radio Maintenance and Professional Radio Engineering Services
February 20, 2025
Page 2

DB:MA

Attachments: **Letter to the Clerk of the Board of Supervisors**
 Request for Approval of Revenue Contracts (A&C OFP Form)
 Customer Service Agreement for Maintenance of Radio Communications
 Equipment and Professional Radio Engineering Services for Imperial
 Beach

**San Diego County Sheriff's Office
Wireless Services Division**

Customer Service Agreement

**Wireless Services Division
San Diego County Sheriff's Office
5595 Overland Avenue, Suite 101
San Diego, CA 92123-1206**

**(858) 495-5232 (Phone)
(858) 694-3433 (Fax)**

This Customer Service Agreement (referred to herein as Agreement) for the maintenance of radio communications equipment and professional radio engineering services, is made this

5th of March, 2025 (To be filled in by Clerk of the Board).
Day Month Year

The Agreement is between the County of San Diego, a political subdivision of the State of California, acting by and through its Sheriff's Office, referred to herein as SHERIFF, and CITY OF IMPERIAL BEACH referred to herein as CUSTOMER.

1. SHERIFF agrees to provide maintenance and professional radio engineering support services for CUSTOMER's radio communication equipment. Rates will be in accordance with the figures documented in Attachment A and updated as necessary by the SHERIFF.
2. Maintenance and repair services provided for factory supported radio communications equipment only.
Professional radio engineering support services include, but not limited to technical consultation, project study and analysis, project management, licensing, and fees coordination.
3. SHERIFF agrees to maintain all related electronics, connections, cables, and software necessary to operate the radio communications equipment in accordance with the conditions of service documented in Attachment A.
4. This Agreement shall take effect upon full execution by all signatory parties and shall be in effect for five (5) years. Either SHERIFF or CUSTOMER may terminate this Agreement with ninety (90) days written notice to the other party.

San Diego County Sheriff's Office
Customer Service Agreement for Maintenance of Radio Communications Equipment and Professional Radio
Engineering Services
City of Imperial Beach

5. This Agreement may only be amended in writing with the approval of the SHERIFF and the CUSTOMER. This Agreement constitutes the entire agreement of the parties and any previous oral or written agreements are superseded by this Agreement.

Points of Contact for Agreement:

Point of Contact Sheriff:

Gayda Cher S. Pia
Sheriff's Program Coordinator
Wireless Services Division
San Diego County Sheriff's Office
5595 Overland Ave Suite 101
San Diego, CA 92123-1206

Tel. (858) 694-3836
Email: gayda.pia@sdsheriff.org

Point of Contact Customer:

Mr. Jason Lindquist
Marine Safety Captain
City of Imperial Beach
950 Ocean lane
Imperial Beach, CA 91932

Tel No: (619) 423-0208
Email: jlindquist@imperialbeachca.gov

IN WITNESS WHEREOF, the parties hereto do affix their signatures.

APPROVAL:

David Brooks

David H. Brooks
Wireless Services Division Manager
San Diego County Sheriff's Office

Date: 02/20/2025

APPROVAL:

County of San Diego

Andrew Potter
Andrew Potter
Clerk of the Board of Supervisors

Date: 3/5/2025

Approved as to form and legality:
San Diego County Counsel

Mark Day

Mark Day
Senior Deputy

Date: 3/4/2025

APPROVAL:

Jason Lindquist

Signature

JASON LINDQUIST
Print Name

CAPTAIN

Title

IMPERIAL BEACH MARINE SAFETY
Agency Name

Date: 2/3/2025

Approved and/or authorized pursuant to
County of San Diego Administrative Code §123.

By: Gayda Pia Date: 3/5/25
Deputy Clerk of the Board Supervisors

Attachment A

San Diego Sheriff's Office
Wireless Services Division

Maintenance Service Fee Price List

| | | |
|----|--|------------------------------|
| 1) | Maintenance and Repair Labor Rate per hour | \$102.37 |
| 2) | Programming Rate per radio or device | \$50.00 |
| 3) | Professional Engineering services per hour | \$111.82 |
| 4) | Materials and Parts | Based on actual invoice cost |

800 MHz Radio Equipment Maintenance Conditions of Service

- 1) Normal hours of operation: Monday through Friday from 0700 to 1600 excluding holidays.
- 2) Service covers only repairs consistent with normal wear and proper operation/installation.
 - i) Excludes physical and liquid damage, loss, and theft.
 - ii) Damaged equipment will be repaired on a time and materials basis, unless it is determined to be beyond economical repair, in which case it will be returned to the customer.
- 3) Includes services for currently factory supported and approved Regional Communications System and Wireless Services Division radio components, i.e., portable and mobile radios and control heads, mobile radio control and power cables, mobile radio microphones and cords, mobile radio speakers, control station, and consoles.
- 4) Excludes services for: accessories, attachments, portable microphones, headsets and related equipment, public address (PA) components, batteries, etc.
- 5) Drop-off service for portables and mobiles during normal hours of operation.

NOTE: Recurring costs will be subject to an annual review and will be adjusted based upon actual cost.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

COSD CLERK OF THE BOARD
2025 MAR 12 PM 12:14

February 26, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH EXCELARACE INC

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the Excelarace Inc and the County of San Diego, Sheriff's Office, for law enforcement security services for Moonlight Beach Half Marathon, on March 16, 2025.

The value of this contract will not exceed \$11,109.54 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst at (858) 314-9615.

Andrew Strong,
Deputy Chief Administrative Officer

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

Date: 2/26/25 Department: SHERIFF

Contract Begin Date: 3/16/25 End Date: 3/16/25 Grant: NO

*Oracle Award #: 508327 Org #: 39565 Amount: \$11,109.54

Contact Person: Christy Moreno Phone #: (858) 314-9615

Contracting Agency/Grantor: Excelarace Inc.

Description: Law Enforcement Security Services for the Moonlight Beach Half Marathon

- ☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: *Dane Gapuz* Date: 02/27/2025

Approved By:

Group Finance Director: *Karua Galan* Date: 3/5/25

County Counsel: *Mark Day* Date: 3/5/2025

Chief Administrative Officer: *[Signature]* Date: 3/5/25

Office of Financial Planning: *[Signature]* Date: 3/11/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

| | |
|-----------------|--------------------|
| OFP USE ONLY | |
| Init: <u>TK</u> | OFP#: <u>25-65</u> |



**San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP**

| | | |
|---|--|----------------------------|
| From: Christy Moreno, (858) 314-9615 | Bureau/Division, or Section: MSB- Contracts | Date: February 26, 2025 |
|---|--|----------------------------|

Subject:
Reimbursable Services Agreement- EXCELARACE, MOONLIGHT BEACH HALF MARATHON on
Mach 16, 2025- \$11,109.54

| To: (PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW) | | Information Only | Approval | Your Recommendation | Action | Prepare Reply | Written Report To Me | See Me | Signature Needed | Return to Me | Copy for You | File | Other (See Below) |
|---|--|------------------|----------|---------------------|--------|---------------|----------------------|--------|------------------|--------------|--------------|------|-------------------|
| 1. | Dane Gapuz, Contracts Manager <i>DG</i> | | X | | | | | | | | | | |
| 2. | Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i> | | X | | | | | | X | | | | |
| 3. | Andrew Strong, Deputy Chief Administrative Officer, Public Safety <i>AS</i> | | X | | | | | | X | | | | |
| 4. | Mark Day, Sr. Deputy County Counsel <i>M.D.</i> | | X | | | | | | X | | | | |
| 5. | Toroshinia Kennedy, Office of Financial Planning <i>TK</i> | | X | | | | | | X | | | | |
| 6. | Andrew Potter, Clerk of the Board <i>AP</i> | | X | | | | | | X | | | | X |
| 7. | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | |

COMMENTS:

Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop: 041

Thank you.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 26, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE EXCELARACE INC PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with Excelarace Inc to provide law enforcement security services for Moonlight Beach Half Marathon on March 16, 2025.

The value of this contract will not exceed \$11,109.54. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink that reads "Dane Gapuz".

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE EXCELARACE, INC, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #50**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 14th day of February 2025 by and between the EXCELARACE, INC (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Moonlight Beach Half Marathon.
2. The term of this Agreement shall commence on March 16, 2025, at 02:30, and shall continue in effect through and terminate after March 16, 2025, at 11:00 AM.
3. COUNTY Coordinator of this Agreement shall be Lt. Zheath Sanchez, (760) 435-2957.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit or prepayment of the estimated charges. Failure to pay the deposit or prepayment will result in the cancelation of this agreement.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.
10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. Joint Defense. Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

11. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

Excelarace, Inc.
Event: Moonlight Beach Half Marathon
270 N El Camino Real Suite 141
Encinitas CA 92024
760-803-1797
steve@excelarace.com

To SHERIFF:

Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in

writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT

STEVE LEBHERZ
EXCELARACE, INC.

Dane Gapuz
Signature _____ Title/Rank _____

Dane Gapuz
Sheriff's Contract Manager
Print Name

SL Per.
Signature _____ Title/Rank _____

Steve Leberz
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Andrew Potter
Signature- Clerk of the Board

Andrew Potter
Print Name

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

3 Signed Originals
DISTRIBUTION:
1 - Requestor

| | |
|---|---------------------|
| Approved and/or authorized pursuant to County of San Diego Administrative Code §123. | |
| By: <u>[Signature]</u> | Date: <u>3/2/05</u> |
| Deputy Clerk of the Board Supervisors | |

1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

| | # of POSITIONS | # of HOURS | # of MILES | RATE or COST <i>WITH</i> <i>OVERHEAD*</i> | TOTAL |
|---|-------------------|---------------|---------------|---|--------------|
| Sergeant | 1 | 7.0 | | \$ 191.26 | \$ 1,338.82 |
| Deputy (event coordinator) | 1 | 7.0 | | \$ 121.31 | \$ 849.17 |
| Add'l Positions: (Specify on Lines Below) | | | | | \$ - |
| CSO (Towing Vehicles) | 2 | 8.5 | | \$ 68.55 | \$ 1,165.35 |
| Deputy | 7 | 6.5 | | \$ 121.31 | \$ 5,519.61 |
| Motor Deputy | 2 | 6.5 | | \$ 121.31 | \$ 1,577.03 |
| | | | | Sub-Total | \$ 10,449.98 |
| | | | | TOTAL | \$ 10,449.98 |
| Vehicle Minimum or Mileage | | | | | \$ - |
| Motorcycle Mileage | | | | | \$ - |
| | | | | TOTAL | \$ - |
| Other Expenses: (List) | | | | | |
| Patrol Vehicle | 11 | All Day | | \$ 59.96 | \$ 659.56 |
| | | | | | \$ - |
| | | | | TOTAL | \$ 659.56 |
| | | | | TOTAL ESTIMATED COSTS | \$ 11,109.54 |

Contact the Sheriff's Department Contracts Management Unit at (858) 974-2236 for assistance.

50% DEPOSIT MADE FOR \$5,500.00
CASHIER CHECK 94610877



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 19, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

COSD CLERK OF THE BOARD
2025 MAR 4 PM 2:25

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH FALLBROOK CHAMBER OF COMMERCE

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the Fallbrook Chamber of Commerce and the County of San Diego, Sheriff's Office, for law enforcement security services for 2025 Fallbrook Avocado Festival, on April 13, 2025.

The value of this contract will not exceed \$15,047.90 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst at (858) 314-9615

Andrew Strong,
Deputy Chief Administrative Officer

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

Date: 2/19/25 Department: SHERIFF

Contract Begin Date: 4/13/25 End Date: 4/13/25 Grant: NO

*Oracle Award #: 509041 Org #: 39570 Amount: \$15,047.90

Contact Person: Christy Moreno Phone #: (858) 314-9615

Contracting Agency/Grantor: Fallbrook Chamber of Commerce

Description: Law Enforcement Security Service for 2025 Fallbrook Avocado Festival

☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval:

Gapuz, Dane

Digitally signed by Gapuz, Dane
Date: 2025.02.19 16:03:11 -08'00'

Date: 02/19/2025

Approved By:

Group Finance Director:

Karwa Salim

Date: 2/19/25

County Counsel:

Mark Day

Date: 2/21/25

Chief Administrative Officer:

[Signature]

Date: 2/21/25

Office of Financial Planning:

[Signature]

Date: 3/4/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

| | |
|-----------------|--------------------|
| OFP USE ONLY | |
| Init: <u>TK</u> | OFP#: <u>25-62</u> |



San Diego County SHERIFF'S DEPARTMENT

MEMORANDUM/ROUTE SLIP

| | | | | | | | | | | | | | |
|--|---|--|----------|------------------------|--------|----------------------------|-------------------------|--------|------------------|--------------|--------------|------|-------------------|
| From: Christy Moreno, (858) 314-9615 | | Bureau/Division, or Section: MSB- Contracts | | | | Date: February 19, 2025 | | | | | | | |
| Subject: Reimbursable Services Agreement- FALLBROOK CHAMBER OF COMMERCE , 2025 FALLBROOK AVOCADO FESTIVAL on April 13, 2025- \$15,047.90 | | | | | | | | | | | | | |
| To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u> | | Information Only | Approval | Your Recommendation | Action | Prepare Reply | Written Report To Me | See Me | Signature Needed | Return to Me | Copy for You | File | Other (See Below) |
| 1. | Dane Gapuz, Contracts Manager <i>DG</i> | | X | | | | | | | | | | |
| 2. | Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i> | | X | | | | | | X | | | | |
| 3. | Andrew Strong, Deputy Chief Administrative Officer, Public Safe <i>AS</i> | | X | | | | | | X | | | | |
| 4. | Mark Day, Sr. Deputy County Counsel <i>M.D.</i> | | X | | | | | | X | | | | |
| 5. | Toroshinia Kennedy, Office of Financial Planning <i>TK</i> | | X | | | | | | X | | | | |
| 6. | Andrew Potter, Clerk of the Board <i>AP</i> | | X | | | | | | X | | | | X |
| 7. | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | |
| <p>COMMENTS:</p> <p>Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop: 041</p> <p>Thank you.</p> | | | | | | | | | | | | | |



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 19, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE FALLBROOK CHAMBER OF COMMERCE PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Fallbrook Chamber of Commerce to provide law enforcement security services for 2025 Fallbrook Avocado Festival on April 13, 2025.

The value of this contract will not exceed \$15,047.90. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink that reads "Dane Gapuz".

Dane Gapuz, Manager
Sheriff's Office, Contracts Division

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE FALLBROOK CHAMBER OF COMMERCE, THE COUNTY OF SAN DIEGO,
AND
THE SAN DIEGO COUNTY SHERIFF RSA #52
SECURITY SERVICES**

THIS AGREEMENT made and entered into this 13th day of February 2025 by and between the FALLBROOK CHAMBER OF COMMERCE (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the 2025 Fallbrook Avocado Festival.
2. The term of this Agreement shall commence on April 13, 2025 and shall continue in effect through and terminate after April 13, 2025.
3. COUNTY Coordinator of this Agreement shall be Sergeant Scroggins (760) 451-3125.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit or prepayment of the estimated charges. Failure to pay the deposit or prepayment will result in the cancelation of this agreement.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Office at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

- 10.5. **Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.
- 10.6. **Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.
11. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:
- To REQUESTOR:
- Fallbrook Chamber of Commerce
Event: 2025 Fallbrook Avocado Festival
C/O: Lila Hargrove, CEO
111 S. Main Avenue
Fallbrook, CA 92028
Lila.hargrove@fallbrookchamberofcommerce.org
- To SHERIFF:
- Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062
- A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.
12. This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
13. This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in

writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT

Lila Hargrove, CEO
Fallbrook Chamber of Commerce

Dane Gapuz
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Lila Hargrove CEO
Signature Title/Rank

Lila Hargrove
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Andrew Potter
Signature- Clerk of the Board

Andrew Potter
Print Name



Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

3 Signed Originals
DISTRIBUTION:
1 – Requestor

1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

| | # of POSITIONS | # of HOURS | # of MILES | RATE or COST <i>WITH</i> <i>OVERHEAD*</i> | TOTAL |
|--|-------------------|---------------|---------------|---|--------------|
| Deputy | 10 | 10.0 | | \$121.32 | \$ 12,132.00 |
| Sergeant | 1 | 10.0 | | \$191.26 | \$ 1,912.60 |
| Add'l Positions: <i>(Specify on Lines Below)</i> | | | | | \$ - |
| Dispatcher | 1 | 10.0 | | \$100.33 | \$ 1,003.30 |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Sub-Total | \$ 15,047.90 |
| | | | | TOTAL | \$ 15,047.90 |
| Vehicle Minimum or Mileage | | | | | \$ - |
| Motorcycle Mileage | | | | | \$ - |
| | | | | TOTAL | \$ - |
| Other Expenses: <i>(List)</i> | | | | | \$ - |
| | | | | | \$ - |
| | | | | TOTAL | \$ - |
| TOTAL ESTIMATED COSTS | | | | | \$ 15,047.90 |

Contact the Sheriff's Department Contracts Management Unit at (858) 974-2236 for assistance.



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

COSED CLERK OF THE BOARD
2025 MAR 12 PM 12:14

February 26, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH FRIAS PRESENTS LLC.

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

Enclosed is a revenue agreement with the Frias Presents LLC and the County of San Diego, Sheriff's Office, for law enforcement security services for Frias Event, on March 23, 2025 and May 25, 2025.

The value of this contract will not exceed \$11,293.20. The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst at (858) 314-9615


Andrew Strong,
Deputy Chief Administrative Officer

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

Date: 2/26/25 Department: SHERIFF

Contract Begin Date: 3/23/25 End Date: 5/25/25 Grant: NO

*Oracle Award #: 509890 Org #: 39741 Amount: \$11,293.20

Contact Person: Christy Moreno Phone #: (858) 314-9615

Contracting Agency/Grantor: Frias Presents LLC

Description: Law Enforcement Security Service for the Frias Event

☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.

☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval:

Gapuz, Dane

Digitally signed by Gapuz, Dane
Date: 2025.02.27 09:00:09 -08'00'

Date: 02/24/2025

Approved By:

Group Finance Director:

Karin Galan

Date: 3/5/2025

County Counsel:

Mark Day

Date: 3/5/2025

Chief Administrative Officer:

[Signature]

Date: 3/5/25

Office of Financial Planning:

[Signature]

Date: 3/11/2025

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFF USE ONLY

Init:

TK

OFF#:

25-66



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 26, 2025

TO: Andrew Strong, Interim Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE FRIAS PRESENTS LLC PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with Frias Presents LLC to provide law enforcement security services for Frias Event on March 23, 2025 and May 25, 2025.

The value of this contract will not exceed \$11,293.20. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

Dane Gapuz, Manager
Sheriff's Office, Contracts Division



**San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP**

| | | | | | | | | | | | | | |
|--|---|--|----------|------------------------|--------|----------------------------|-------------------------|--------|------------------|--------------|--------------|------|-------------------|
| From: Christy Moreno, (858) 314-9615 | | Bureau/Division, or Section: MSB- Contracts | | | | Date: February 26, 2025 | | | | | | | |
| Subject: Reimbursable Services Agreement- FRIAS PRESENTS LLC, FRIAS EVENT on March 23, 2025 and May 25, 2025 - \$11,293.20 | | | | | | | | | | | | | |
| To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u> | | Information Only | Approval | Your Recommendation | Action | Prepare Reply | Written Report To Me | See Me | Signature Needed | Return to Me | Copy for You | File | Other (See Below) |
| 1. | Dane Gapuz, Contracts Manager <i>DG</i> | | X | | | | | | | | | | |
| 2. | Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i> | | X | | | | | | X | | | | |
| 3. | Andrew Strong, Deputy Chief Administrative Officer, Public Safety <i>AS</i> | | X | | | | | | X | | | | |
| 4. | Mark Day, Sr. Deputy County Counsel <i>M.D.</i> | | X | | | | | | X | | | | |
| 5. | Toroshinia Kennedy, Office of Financial Planning <i>TK</i> | | X | | | | | | X | | | | |
| 6. | Andrew Potter, Clerk of the Board <i>AP</i> | | X | | | | | | X | | | | X |
| 7. | | | | | | | | | | | | | |
| 8. | | | | | | | | | | | | | |
| 9. | | | | | | | | | | | | | |
| 10. | | | | | | | | | | | | | |
| <p>COMMENTS:</p> <p>Please email signed copy to Christy.Moreno@sdsheiff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop: 041</p> <p>Thank you.</p> | | | | | | | | | | | | | |

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE FRIAS PRESENTS LLC, THE COUNTY OF SAN DIEGO AND
THE SAN DIEGO COUNTY SHERIFF RSA #34-3**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 24th day of February 2025 by and between Frias Presents LLC (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Frias Para La Musica Rodeo with Pequeños Music.
2. The term of this Agreement shall commence on March 23, 2025, at 11:30am, and shall continue in effect through and terminate after May 25, 2025, at 09:30pm.
 - March 23, 2025 – 4 Deputies, 9 hours each
 - May 25, 2025 – 4 Deputies, 9 hours each
3. COUNTY Coordinator of this Agreement shall be Lt. Beaumont, (619) 938-1370.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit or prepayment of the estimated charges. Failure to pay the deposit or prepayment will result in the cancelation of this agreement.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.

10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

- 10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

- 10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

- 10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.

- 10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and

REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

10.5. Joint Defense. Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.

10.6. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

11. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To REQUESTOR:

Frias Presents LLC
Attn: Elvis Frias
219 E. Washington Ave
Santa Ana, CA 92701
(949) 456-6121
elvis@friaspresents.com

To SHERIFF:
Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

- 12.** This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
- 13.** This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the

contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S OFFICE

ELVIS FRIAS
FRIAS PRESENTS LLC

Dane Gapuz
Signature Title/Rank
Dane Gapuz
Sheriff's Contract Manager
Print Name

Sh F
Signature Title/Rank
Managing Director
Elvis Frias
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

COUNTY OF SAN DIEGO

Mark Day
Signature- Senior Deputy County Counsel

Andrew Potter
Signature- Clerk of the Board

Mark Day
Print Name

Andrew Potter
Print Name

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.



3 Signed Originals
DISTRIBUTION:
1 – Requestor
1 – Station/Facility/Division File
1 – Contracts Division

EXHIBIT A

COST ESTIMATE

| | # of POSITIONS | # of HOURS | # of MILES | RATE or COST <i>WITH</i> <i>OVERHEAD*</i> | TOTAL |
|--|-------------------|---------------|---------------|---|--------------|
| Deputy March 23, 2025 | 4 | 9.0 | | \$ 156.85 | \$ 5,646.60 |
| Deputy May 25, 2025 | 4 | 9.0 | | \$ 156.85 | \$ 5,646.60 |
| | | | | | \$ - |
| Add'l Positions: <i>(Specify on Lines Below)</i> | | | | | \$ - |
| Lieutenant | 1 | | | \$ 218.61 | \$ - |
| Dispatcher | 1 | | | \$ 100.33 | \$ - |
| | | | | | \$ - |
| | | | | Sub-Total | \$ 11,293.20 |
| | | | | TOTAL | \$ 11,293.20 |
| Vehicle Minimum or Mileage | | | | \$ 59.96 | \$ - |
| Motorcycle Mileage | | | | | \$ - |
| | | | | TOTAL | \$ - |
| Other Expenses: <i>(List)</i> | | | | | \$ - |
| | | | | | \$ - |
| | | | | TOTAL | \$ - |
| TOTAL ESTIMATED COSTS | | | | | \$ 11,293.20 |

*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE

Contact the Sheriff's Office Contracts Management Unit at (858) 974-2236 for assistance.



COUNTY OF SAN DIEGO
INTER-DEPARTMENTAL CORRESPONDENCE

February 25, 2025

TO: Andrew Potter, Clerk of the Board of Supervisors

FROM: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

COSD CLERK OF THE BOARD
2025 MAR 4 PM2:25

**EXECUTION AND DISTRIBUTION OF REVENUE AGREEMENT WITH VISTA
UNIFIED SCHOOL DISTRICT**

Attached for your execution, pursuant to San Diego County Administrative Code, Section 123, and Board Policy B-29; Fees, Grants, Revenue Contracts - Department Responsibility for Cost Recovery.

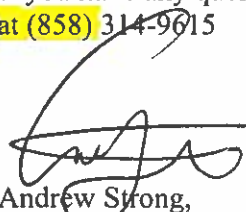
Enclosed is a revenue agreement with the Vista Unified School District and the County of San Diego, Sheriff's Office, for law enforcement security services for Arts Under the Stars, on April 8, 2025 to April 11, 2025.

The value of this contract will not exceed \$7,528.80 The exact amount will be determined by the amount of cost for actual usage.

Please execute and email a copy and return two (2) copies of the enclosed revenue agreement to:

Sheriff's Office
Contracts Division
Attn: Christy Moreno
Christy.Moreno@sdsheriff.org
Mail Stop: O-41

If you have any questions regarding this request, please contact Christy Moreno, Admin Analyst at (858) 314-9615


Andrew Strong,
Deputy Chief Administrative Officer



COUNTY OF SAN DIEGO

INTER-DEPARTMENTAL CORRESPONDENCE

February 25, 2025

TO: Andrew Strong, Deputy Chief Administrative Officer
Public Safety Group

FROM: Dane Gapuz, Contracts Manager
Sheriff's Office

REVENUE CONTRACT WITH THE VISTA UNIFIED SCHOOL DISTRICT PER BOARD POLICY B-29 AND ADMINISTRATIVE CODE SECTION 123

The County of San Diego through the Sheriff's Office, Law Enforcement Bureau is entering into a revenue agreement with the Vista Unified School District to provide law enforcement security services for Arts Under the Stars on April 8, 2025 through April 11, 2025

The value of this contract will not exceed \$7,528.80. The exact amount will be determined by the amount of cost for actual usage. I am asking that you please review the contract and let me know if you have any concerns. You may contact me at (858) 974-2051 if you have any questions.

This contract supports the Board of Supervisor's Community Initiative of the County of San Diego's Strategic Plan by supporting safety for all communities, including protection from crime, availability of emergency medical services and fire response, community preparedness and regional readiness to respond to a disaster.

KELLY A. MARTINEZ, SHERIFF

A handwritten signature in blue ink that reads "Dane Gapuz". The signature is fluid and cursive.

Dane Gapuz, Manager
Sheriff's Office, Contracts Division



**San Diego County
SHERIFF'S DEPARTMENT
MEMORANDUM/ROUTE SLIP**

| | | | | | | | | | | | | | |
|---|--|--|----------|---------------------|--------|---------------|----------------------------|--------|------------------|--------------|--------------|------|-------------------|
| From: Christy Moreno, (858) 314-9615 | | Bureau/Division, or Section: MSB- Contracts | | | | | Date: February 25, 2025 | | | | | | |
| Subject: Reimbursable Services Agreement- VISTA UNIFIED SCHOOL DISTRICT, ARTS UNDER THE STARS on April 8, 2025-through April 11, 2025 \$7,528.80 | | | | | | | | | | | | | |
| To: <u>(PLEASE INITIAL AND ROUTE IN ORDER INDICATED BELOW)</u> | | Information Only | Approval | Your Recommendation | Action | Prepare Reply | Written Report To Me | See Me | Signature Needed | Return to Me | Copy for You | File | Other (See Below) |
| 1. Dane Gapuz, Contracts Manager <i>DG</i> | | | X | | | | | | | | | | |
| 2. Karina Galvan, Assistant Group Finance Director, Public Safety Group <i>KG</i> | | | X | | | | | | X | | | | |
| 3. Andrew Strong, Deputy Chief Administrative Officer, Public Safety <i>AS</i> | | | X | | | | | | X | | | | |
| 4. Mark Day, Sr. Deputy County Counsel <i>M.D.</i> | | | X | | | | | | X | | | | |
| 5. Toroshinia Kennedy, Office of Financial Planning <i>TK</i> | | | X | | | | | | X | | | | |
| 6. Andrew Potter, Clerk of the Board <i>AP</i> | | | X | | | | | | X | | | | X |
| 7 | | | | | | | | | | | | | |
| 8 | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | |
| COMMENTS: Please email signed copy to Christy.Moreno@sdsheriff.org and return the two (2) signed copies of the agreement to Christy Moreno, Contracts Division, Mail Stop: 041 Thank you. | | | | | | | | | | | | | |

**Request For Approval of Revenue Contract or Grant
Not Exceeding \$250,000 Annually
(Per County Admin. Code Section 123 & Board Policy B-29)**

Date: Department:

Contract Begin Date: End Date: Grant:

*Oracle Award #: Org #: Amount:

Contact Person: Phone #:

Contracting Agency/Grantor:

Description:

- ☒ The Department certifies that the contract or grant recovers full cost, including overheads (A-87), per Board Policy B-29.
- ☐ The Department will not recover full costs. Justification is included in the CAO letter.

Department Approval: Digitally signed by Gapuz, Dane
Date: 2025.02.25 09:09:24 -08'00' Date:

Approved By:

Group Finance Director: Date:

County Counsel: Date:

Chief Administrative Officer: Date:

Office of Financial Planning: Date:

* An Award Initiation request must be completed for all new revenue agreements. This form, along with instructions can be found at the ERP website under Forms.

Attachments:

- Letter to the CAO/DCAO/Agency Director
- Letter to the Clerk of the Board of Supervisors
- Revenue or Grant Agreement

OFP USE ONLY
Init: OFP#

**REIMBURSABLE SERVICES AGREEMENT
AMONG THE VISTA UNIFIED SCHOOL DISTRICT, THE COUNTY OF SAN DIEGO, AND
THE SAN DIEGO COUNTY SHERIFF RSA #47**

SECURITY SERVICES

THIS AGREEMENT made and entered into this 19th day of February 2025 by and between the VISTA UNIFIED SCHOOL DISTRICT (REQUESTOR), and THE COUNTY OF SAN DIEGO (COUNTY), for services to be provided by THE SAN DIEGO COUNTY SHERIFF (SHERIFF).

WITNESSETH: For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and REQUESTOR jointly intend that REQUESTOR will fund and COUNTY will provide a level of law enforcement services as set forth in this Agreement.

1. When ☐ traffic control or ☒ security services for REQUESTOR are required, COUNTY through SHERIFF will provide uniformed personnel with motorcycles and/or patrol vehicles to assist with Arts Under the Stars.
2. The term of this Agreement shall commence on April 8, 2025, shall continue in effect through and terminate after April 11, 2025.
3. COUNTY Coordinator of this Agreement shall be Lt. Carpenter, (760) 940-4560.
4. During the period of any public safety emergency or exigent circumstance such as mutual aid, SHERIFF may cancel this Agreement without prior notice. Services shall be restored by Sheriff as soon as practical.
5. This Agreement may be amended in writing by mutual consent of the parties hereto.
6. The hours and mileage indicated in this Agreement are estimated. Actual hours and mileage, to include mileage from SHERIFF Station or Division to the service location, will be charged to REQUESTOR.
7. The rates specified in Exhibit A are estimated and are incorporated by reference. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, and salaries and benefits are governed by the collective bargaining agreement and/or statute. In the event of a rate increase, REQUESTOR agrees to pay the increased rates. The COUNTY reserves the right to require a deposit or prepayment of the estimated charges. Failure to pay the deposit or prepayment will result in the cancelation of this agreement.
8. REQUESTOR agrees to reimburse COUNTY through SHERIFF for any additional charges directly related to the services provided, e.g., Sheriff supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at Sheriff's expense.
9. SHERIFF shall invoice REQUESTOR for actual costs incurred for the services received. REQUESTOR within thirty (30) business days from date of invoice shall pay to the County Treasurer through the Sheriff's Department at P. O. Box 939062, San Diego, CA 92193-9062 for the services agreed to.
10. Indemnification

Indemnification related to Workers Compensation and Employment Issues.

- 10.1. The COUNTY shall fully indemnify and hold harmless the REQUESTOR, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any worker's compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the COUNTY or an contract labor provider retained by the COUNTY, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the COUNTY or any contract labor provider retained by the COUNTY.

The REQUESTOR shall fully indemnify and hold harmless the COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorneys' fees and court costs or arbitration costs), costs, damages or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR, or (2) any claim, demand, suite or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of the REQUESTOR or any contract labor provider retained by the REQUESTOR.

Indemnification related to Acts or Omissions, Negligence.

- 10.2. **Claims Arising from Sole Acts or Omissions of COUNTY.** The County of San Diego, (COUNTY), hereby agrees to defend and indemnify REQUESTOR and its agents, officers, and employees (hereinafter collectively referred to in section 10 as the 'REQUESTOR'), from any claim, action or proceeding against the REQUESTOR arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At their sole discretion, REQUESTOR may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. REQUESTOR shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.3. **Claims Arising from Sole Acts or Omissions of REQUESTOR.** REQUESTOR hereby agrees to defend and indemnify the COUNTY, its agents, officers and employees from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of REQUESTOR in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve REQUESTOR of any obligation imposed by this Agreement. COUNTY shall notify REQUESTOR promptly of any claim, action or proceeding and cooperate fully in the defense.
- 10.4. **Claims Arising from Concurrent Acts or Omissions.** The COUNTY hereby agrees to defend itself, and REQUESTOR hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and REQUESTOR. In such cases, COUNTY and REQUESTOR agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 10.6 below.

- 10.5. Joint Defense.** Notwithstanding paragraph 10.4 above, in cases where COUNTY and REQUESTOR agree in writing to a joint defense, COUNTY and REQUESTOR may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of REQUESTOR and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and REQUESTOR. COUNTY and REQUESTOR agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 10.6 below. COUNTY and REQUESTOR further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and REQUESTOR.
- 10.6. Reimbursement and/or Reallocation.** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and REQUESTOR may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.
- 11.** Any notice, request, demand, or other communication required or permitted hereunder shall be in writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:
- To REQUESTOR:
Vista Unified School District / Visual and Performing Arts
Event: Art Under the Stars
C/O: George Ramirez
1234 Arcadia Ave
Vista CA 92084
POC: Susan Stuber
georgeramirez@vistausd.org
(760) 726-2170 EXT 92104
- To SHERIFF:
Sheriff Contracts Division
County of San Diego
P. O. Box 939062
San Diego, CA 92193-9062
- A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.
- 12.** This Agreement may be modified or amended only by a written document signed by both parties, and no oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.
- 13.** This Agreement shall become effective as of the date of execution hereof and unless sooner terminated as provided for herein, shall continue in full force and effect to the completion of the contract period. Any party may terminate this Agreement by giving thirty (30) days' notice in writing

to the other party. The Agreement may also be terminated at any time by mutual agreement in writing to the parties and may be renegotiated or modified at any time by mutual agreement in writing.

14. This Agreement, including the Exhibit hereto, constitute the complete exclusive statement of agreement between the COUNTY and REQUESTOR with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized officers have executed this Agreement on the day and year first written above.

SAN DIEGO COUNTY
SHERIFF'S DEPARTMENT

Dane Gapuz
Signature Title/Rank

Dane Gapuz
Sheriff's Contract Manager
Print Name

Dr. Shawn T. Loescher
Vista Unified School District

Shawn T. Loescher
Signature Title/Rank
Shawn T. Loescher, Ed D. (Feb 21, 2025 17:54 PST)

Dr. Shawn T. Loescher, Asst Superintendent
Print Name

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

Mark Day
Signature- Senior Deputy County Counsel

Mark Day
Print Name

COUNTY OF SAN DIEGO

Andrew Potter
Signature- Clerk of the Board

Andrew Potter
Print Name

Do not sign this contract at the station level. Please forward three originals to the Contracts Division (O-41) for signature on behalf of the County.

| | |
|---|---------------------|
| Approved and/or authorized pursuant to County of San Diego Administrative Code §123. | |
| By: <u>ggnal</u> Deputy Clerk of the Board Supervisors | Date: <u>3/5/25</u> |

3 Signed Originals

DISTRIBUTION:

1 - Requestor
1 - Station/Facility/Division File
1 - Contracts Division

EXHIBIT A

COST ESTIMATE

| | # of POSITIONS | # of HOURS | # of MILES | RATE or COST WITH OVERHEAD* | TOTAL |
|---|-------------------|---------------|---------------|-----------------------------------|-------------|
| 4/8/25 - Deputy 1600-2200 | 2 | 6.0 | | \$ 156.85 | \$ 1,882.20 |
| 4/9/25 - Deputy 1600-2200 | 2 | 6.0 | | \$ 156.85 | \$ 1,882.20 |
| 4/10/25 - Deputy 1600-2200 | 2 | 6.0 | | \$ 156.85 | \$ 1,882.20 |
| 4/11/25 - Deputy 1600-2200 | 2 | 6.0 | | \$ 156.85 | \$ 1,882.20 |
| Sergeant | | | | | \$ - |
| Add'l Positions: (Specify on Lines Below) | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | | \$ - |
| | | | | Sub Total | \$ 7,528.80 |
| | | | | TOTAL | \$ 7,528.80 |
| Vehicle Minimum or Mileage | | | | \$ 50.80 | \$ - |
| Motorcycle Mileage | | | | | \$ - |
| | | | | TOTAL | \$ - |
| Other Expenses: (List) | | | | | |
| Patrol Vehicle | | All day | | | \$ - |
| | | | | | \$ - |
| | | | | TOTAL | \$ - |
| | | | | TOTAL ESTIMATED COSTS | \$ 7,528.80 |

*USE CURRENT FY RATE WITH OVERHEAD. IF NO SERGEANT WILL BE PRESENT AT EVENT, USE RATE WITH SERGEANT'S SUPPORT AND OVERHEAD.

Deposit Required \$
Deposit Due Date _____

Contact the Sheriff's Department Contracts Management Unit at (858) 974-2236 for assistance.

For reference:
Board Authority
11/7/2023(31)

**COUNTY OF SAN DIEGO
BOARD OF SUPERVISORS
TUESDAY, NOVEMBER 07, 2023**

MINUTE ORDER NO. 31

SUBJECT: AUTHORIZE COMPETITIVE SOLICITATIONS, SINGLE SOURCE CONTRACT, AMENDMENTS TO EXTEND EXISTING CONTRACTS, AMENDMENTS TO REFLECT CHANGE TO SERVICES AND INCREASE TO FUNDING, AND EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF CALIFORNIA AND ACCEPTANCE OF FUNDING (DISTRICTS: ALL)

OVERVIEW

The County of San Diego (County) Health and Human Services Agency, Behavioral Health Services provides a comprehensive array of mental health and substance use services to people of all ages. These services are delivered through County-operated programs, as well as contracts with community service providers. Those served include vulnerable populations, including individuals who are experiencing homelessness, individuals with justice involvement, and children and youth with complex behavioral health conditions.

Today's actions recommend the San Diego County Board of Supervisors (Board) authorize competitive solicitations, a single source contract, amendments to extend existing contracts, and an amendment to reflect change to services and increase to funding. These actions aim to sustain critical behavioral health services, with the goal of building a better behavioral health service delivery system for San Diego County's communities. Today's actions support the continuation of critical work to advance the behavioral health continuum of care throughout San Diego County. In addition, today's actions request the Board approve the Drug Medi-Cal Organized Delivery System Intergovernmental Agreement with the State of California to reflect revised revenue amounts allocated by the State, and to accept the funding for Fiscal Years 2023-2027.

Today's actions support the County's vision of a just, sustainable, and resilient future for all, specifically, those communities and populations in San Diego County that have been historically left behind, as well as our ongoing commitment to the regional *Live Well San Diego* vision of healthy, safe, and thriving communities. This will be accomplished by upholding practices that align with community priorities and improving transparency and trust while maintaining good fiscal management.

RECOMMENDATION(S)

CHIEF ADMINISTRATIVE OFFICER

- I. In accordance with Board Policy A-87, Competitive Procurement, and Section 401, Article XXIII of the County Administrative Code (Administrative Code), authorize the Director, Department of Purchasing and Contracting, to issue competitive solicitations for behavioral health services listed below, and upon successful negotiations and determination of a fair and reasonable price, award contracts for an Initial Term of up to one year, with four 1-year Options, and up to an additional six months, if needed; and to amend the contracts to reflect changes in program, funding or service requirements, subject to the availability of funds and the approval of the Agency Director, Health and Human Services Agency.
 - a. Strength-Based Case Management Full Services Partnership and Institutional Case Management

- b. **Suicide Prevention, Stigma Reduction and Substance Use Prevention Multi-Media Campaign**
 - c. **Breaking Down Barriers Program**
 - d. **Transitional Residential Treatment Program**
2. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, approve and authorize the Director, Department of Purchasing and Contracting, to enter into negotiations for behavioral health services, and subject to successful negotiations and determination of a fair and reasonable price, enter into a single source contract with Generations Healthcare of Lakeside, LLC for Adult Residential Skilled Nursing Facility services for an Initial Term of up to one year, with four 1-year Options, and up to an additional six months, if needed; and to amend the contract to reflect changes in program, funding or service requirements subject to the availability of funds and the approval of the Agency Director, Health and Human Services Agency.
3. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, authorize the Director, Department of Purchasing and Contracting, subject to successful negotiations and a determination of a fair and reasonable price, to amend the contracts listed below to extend the contract term up to June 30, 2025, and up to an additional six months, if needed; expand services, subject to the availability of funds; and amend the contracts as required in order to reflect changes to services and funding allocations, subject to the approval of the Agency Director, Health and Human Services Agency.
- i. **Assertive Community Treatment Services**
 - 1. **Telecare Corporation (Contract #560755)**
 - 2. **Telecare Corporation (Contract #560864)**
 - 3. **Telecare Corporation (Contract #560866)**
 - ii. **Behavioral Health Patient Rights Education and Advocacy Services**
 - 1. **Legal Aid Society of San Diego, Inc. (Contract #560727)**
4. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, authorize the Director, Department of Purchasing and Contracting, subject to successful negotiations and a determination of a fair and reasonable price, to amend the single source contracts listed below to extend the contract term up to June 30, 2026, and up to an additional six months, if needed; expand services, subject to the availability of funds; and amend the contracts as required in order to reflect changes to services and funding allocations, subject to the approval of the Agency Director, Health and Human Services Agency.
- i. **Crisis Services**
 - 1. **New Alternatives, Inc. (Contract #533821)**
 - ii. **Medi-Cal Managed Care Psychiatric Inpatient Hospital Services**
 - 1. **Aurora Behavioral Health Care (Contract #553276)**
 - 2. **Palomar Health (Contract #543125)**
 - 3. **Scripps Health (Contract #535468)**
 - 4. **BH-SD OPCO, LLC dba Alvarado Parkway Institute, Inc (Contract #551798)**
 - 5. **Prime Healthcare (Contract #563176)**

5. In accordance with Board Policy A-87, Competitive Procurement, and Administrative Code Section 401, authorize the Director, Department of Purchasing and Contracting to amend the following contracts to increase the contract amount, subject to the availability of funds; and to amend the contracts as required to reflect changes to services and funding allocations, subject to the approval of the Agency Director, Health and Human Service Agency.
 - a. Independent Living Association and Recovery Residence Association
 - i. Community Health Improvement Partners (#566533)
 - b. Clinical and Cytological Lab Services
 - i. Quest Diagnostics (#562858)
6. Approve and authorize the Clerk of the Board to execute, upon receipt, the Drug Medi-Cal Organized Delivery System (DMC-ODS) Intergovernmental Agreement from the State of California and accept the funding for Fiscal Year 2023-24 through Fiscal Year 2026-27, estimated at approximately \$684,760,000 over the four-year period. Approve and authorize the Clerk of the Board, subject to the approval of the Agency Director, Health and Human Services Agency, to execute, upon receipt, amendments to the DMC-ODS Intergovernmental Agreement with the State of California, as required, and to reflect revised revenue agreements allocated by the State.

EQUITY IMPACT STATEMENT

The County of San Diego (County) Health and Human Services Agency, Behavioral Health Services (BHS) serves as the specialty mental health plan for Medi-Cal eligible residents within San Diego County who are experiencing serious mental illness or serious emotional disturbance, and the service delivery system for Medi-Cal eligible residents with substance use care needs. An estimated 5% of San Diegans ages 21 years and older have a serious mental illness (SMI). While SMI is prevalent in all our communities, there are certain groups that have disproportionately high rates of SMI. The 2021 data from the California Department of Healthcare Access and Information indicate that rates of SMI among Black/African American residents were 145% higher compared to others. Additionally, according to the California Health Interview Survey conducted by the University of California Los Angeles in 2022, 9% of San Diegans reported experiencing serious psychological distress in the past month. However, residents living below 200% of the federal poverty level, those who reported a history of incarceration, or who identified as Hispanic/Latino or multiracial, reported higher percentages of serious psychological distress compared to others.

As a steward of public health for the region, BHS must ensure that the services offered through County-operated and contracted programs address the social determinants of health by being accessible, capable of meeting the needs of diverse populations, and with the intent to equitably distribute services to those most in need. In doing so, BHS utilizes a population health approach to identify needs and design services in a manner most impactful, equitable, and yield meaningful outcomes for those served. If approved, today's actions will improve access to treatment and care for populations who are underserved by social and behavioral health resources, including individuals experiencing homelessness, individuals with justice involvement, as well as children and youth with complex behavioral health needs.

SUSTAINABILITY IMPACT STATEMENT

Today's actions support the County of San Diego Sustainability Goal #2 to provide just and equitable access to County services, Sustainability Goal #3 to transition to a green, carbon-free economy, and Sustainability Goal #4, to protect health and well-being. This will be accomplished by providing a wider availability and range of supportive, inclusive, and stigma-free options to those in need of behavioral health services. Services will improve the overall health of communities, reducing the demand of associated care services, and in turn increase effectiveness of care providers and lower operating costs of facilities, thus reducing emissions and waste generated within the care sector.

FISCAL IMPACT

Funds for these requests are included in the Fiscal Years 2023-24 and 2024-25 Operational Plan in the Health and Human Services Agency (HHS). If approved, today's recommendations will result in approximate costs and revenue of \$172.5 million in Fiscal Year (FY) 2023-24 and \$205.6 million in FY 2024-25. There will be no change in net General Fund cost and no additional staff years.

Recommendation #1: Authorize Competitive Solicitations

If approved, this request will result in estimated costs and revenue of \$13.0 million in FY 2024-25. The funding sources are Mental Health Services Act (MHSA) and Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendation #2: Authorize Single Source Contract with Generations Healthcare of Lakeside, LLC

If approved, this request will result in estimated costs and revenue of \$0.8 million in FY 2024-25. The funding source is Realignment. There will be no change in net General Fund cost and no additional staff years.

Recommendation #3: Authorize Amendments and Extend Contracts

If approved, this request will result in estimated costs and revenue of \$12.2 million in FY 2024-25. The funding sources are MHSA, Realignment, Short Doyle Medi-Cal, Drug Medi-Cal (DMC), Substance Abuse and Mental Health Services Administration (SAMHSA), and Community Assistance, Recovery & Empowerment (CARE) Court. There will be no change in net General Fund cost and no additional staff years.

Recommendation #4: Authorize Amendments and Extend Single Source Contracts

If approved, this request will result in estimated costs and revenue of \$5.8 million in FY 2024-25. The funding sources are MHSA and Short Doyle Medi-Cal. There will be no change in net General Fund cost and no additional staff years.

Recommendation #5: Authorize Amendments to Reflect Change to Services and Increase in Funding

If approved, this request will result in estimated costs and revenue of \$1.3 million in FY 2023-24 and \$2.6 million in FY 2024-25. The funding sources are MHSA, Realignment, Short Doyle Medi-Cal, and Center for Disease Control. There will be no change in net General Fund cost and no additional staff years.

Recommendation #6: Execute DMC-ODS Intergovernmental Agreement from the State of California and Accept Funding

If approved, this request will result in estimated costs and revenue of \$171.2 million for FY 2023-24, and ongoing costs and revenue yearly through FY 2026-27, for a total of \$684.8 million. Funds for subsequent years will be incorporated into future operational plans. The funding source is Drug Medi-Cal. There will be no change in net General Fund cost and no additional staff years.

BUSINESS IMPACT STATEMENT

N/A

ACTION:

ON MOTION of Supervisor Desmond, seconded by Supervisor Anderson, the Board of Supervisors took action as recommended.

AYES: Vargas, Anderson, Desmond

NOT PRESENT: Lawson-Remer

ABSENT: (District 4 Seat Vacant)

State of California)

County of San Diego) §

I hereby certify that the foregoing is a full, true and correct copy of the Original entered in the Minutes of the Board of Supervisors.

ANDREW POTTER

Clerk of the Board of Supervisors

Signed

by Andrew Potter





COSD CLERK OF THE BOARD
2025 MAR 12 PM4:11

County of San Diego

KIMBERLY GIARDINA, DSW, MSW
DEPUTY CHIEF ADMINISTRATIVE OFFICER

HEALTH AND HUMAN SERVICES AGENCY
BEHAVIORAL HEALTH SERVICES
3255 CAMINO DEL RIO SOUTH, MAIL STOP P-531
SAN DIEGO, CA 92108-3808
(619) 563-2700 • FAX (619) 563-2705

LUKE BERGMANN, PhD.
DIRECTOR, BEHAVIORAL HEALTH SERVICES

March 14, 2025

TO: Andrew Potter
Clerk of the Board of Supervisors

FROM: Kimberly Giardina, DSW,MSW, Deputy Chief Administrative Officer
Health and Human Services Agency

REQUEST FOR APPROVAL AND EXECUTION OF AMENDMENT TO THE MULTI-YEAR DRUG MEDICAL ORGANIZED DELIVERY SYSTEM INTERGOVERNMENTAL AGREEMENT FROM STATE OF CALIFORNIA FOR FISCAL YEAR 2023-24 THROUGH FY 2026-27

On November 7, 2023 (31), the San Diego County Board of Supervisors (Board) approved and authorized the Clerk of the Board to execute, upon receipt, the Drug Medi-Cal Organized Delivery System (DMC-ODS) intergovernmental agreement (IA) from the State of California and accept the funding for Fiscal Year (FY) 2023-2024 through FY 2026- 2027. The Board also approved and authorized the Clerk of the Board, subject to the approval of the Agency Director, Health and Human Services Agency, to execute, upon receipt, amendments to the DMC-ODS IA with the State of California, as required, and to reflect revised revenue amounts allocated by the State.

Requesting Clerk of the Board signature, via DocuSign provided by the Department of Health Care Services (DHCS), on the STD 213, CCC-4/2017 (Contractor Certification Clause) and the California Civil Rights Laws Certification. Signing the amendment increases the maximum amount payable from \$684,760,000 to \$1,146,390,000. Behavioral Health Services Staff can provide the e-mail with the link if the Clerk of the Board has not yet received it from DHCS.

The State of California is requesting the County to sign and return the amendment expeditiously.

Please contact Dan Vasquez by email at Dan.Vasquez@sdcounty.ca.gov once the agreement has been signed.

Sincerely,

KIMBERLY GIARDINA, DSW, MSW
Deputy Chief Administrative Officer
Health and Human Services Agency

KG:dv

Attachments

Exhibit B, Attachment I
Funding Amounts

| Fiscal Year 2023-24 | Funding Amount |
|---|----------------|
| | Original |
| State General Funds (71123 to 620224) | |
| Non Perinatal ODS Waiver SGP** (06) | 9,000,000 |
| Perinatal ODS Waiver SGP** (09) | 940,000 |
| Administration Costs & OAUUR SGP** (603) | 2,810,000 |
| TOTAL | 13,050,000 |
| Drug Medi-Cal Federal Share (71123 to 620224) | |
| Non Perinatal Federal Share (01) | 124,000,000 |
| Perinatal Federal Share (03) | 940,000 |
| Administration Costs & OAUUR (603) | 33,200,000 |
| TOTAL | 158,140,000 |
| GRAND TOTAL | 171,190,000 |

| Fiscal Year 2028-27 | Funding Amount |
|---|----------------|
| | Original |
| State General Funds (71123 to 620227) | |
| Non Perinatal ODS Waiver SGP** (06) | 9,000,000 |
| Perinatal ODS Waiver SGP** (09) | 940,000 |
| Administration Costs & OAUUR SGP** (603) | 2,440,000 |
| TOTAL | 31,500,000 |
| Drug Medi-Cal Federal Share (71123 to 620227) | |
| Non Perinatal Federal Share (01) | 424,000,000 |
| Perinatal Federal Share (03) | 940,000 |
| Administration Costs & OAUUR (603) | 33,200,000 |
| TOTAL | 458,140,000 |
| GRAND TOTAL | 489,640,000 |

| Fiscal Year 2024-23 | Funding Amount |
|---|----------------|
| | Original |
| State General Funds (71124 to 620223) | |
| Non Perinatal ODS Waiver SGP** (06) | 9,000,000 |
| Perinatal ODS Waiver SGP** (09) | 940,000 |
| Administration Costs & OAUUR SGP** (603) | 8,400,000 |
| TOTAL | 18,340,000 |
| Drug Medi-Cal Federal Share (71124 to 620223) | |
| Non Perinatal Federal Share (01) | 424,000,000 |
| Perinatal Federal Share (03) | 940,000 |
| Administration Costs & OAUUR (603) | 33,200,000 |
| TOTAL | 468,140,000 |
| GRAND TOTAL | 486,480,000 |

| | |
|--------------------------|---------------|
| Original Four-Year Total | 684,760,000 |
| A1 Four-Year Total | 1,148,390,000 |

| Fiscal Year 2025-26 | Funding Amount |
|---|----------------|
| | Original |
| State General Funds (71125 to 620226) | |
| Non Perinatal ODS Waiver SGP** (06) | 9,000,000 |
| Perinatal ODS Waiver SGP** (09) | 940,000 |
| Administration Costs & OAUUR SGP** (603) | 2,410,000 |
| TOTAL | 12,350,000 |
| Drug Medi-Cal Federal Share (71125 to 620226) | |
| Non Perinatal Federal Share (01) | 424,000,000 |
| Perinatal Federal Share (03) | 940,000 |
| Administration Costs & OAUUR (603) | 33,200,000 |
| TOTAL | 458,140,000 |
| GRAND TOTAL | 470,490,000 |

** State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.

Exhibit B, Attachment I
Funding Amounts

| Fiscal Year 2023-24 | Funding Amount |
|---|----------------|
| | Original |
| State General Funds (7/1/23 to 6/30/24) | |
| Non Perinatal ODS Waiver SGF** (08) | 9,600,000 |
| Perinatal ODS Waiver SGF** (09) | 840,000 |
| Administration Costs & QAIJR SGF** (603) | 2,610,000 |
| TOTAL | 13,050,000 |
| Drug Medi-Cal Federal Share (7/1/23 to 6/30/24) | |
| Non Perinatal Federal Share (01) | 124,000,000 |
| Perinatal Federal Share (03) | 940,000 |
| Administration Costs & QAIJR (603) | 33,200,000 |
| TOTAL | 158,140,000 |
| GRAND TOTAL | 171,190,000 |

| Fiscal Year 2026-27 | Funding Amount |
|---|----------------|
| | Original |
| A1 | |
| State General Funds (7/1/26 to 6/30/27) | |
| Non Perinatal ODS Waiver SGF** (08) | 9,600,000 |
| Perinatal ODS Waiver SGF** (09) | 840,000 |
| Administration Costs & QAIJR SGF** (603) | 2,610,000 |
| TOTAL | 13,050,000 |
| Drug Medi-Cal Federal Share (7/1/26 to 6/30/27) | |
| Non Perinatal Federal Share (01) | 124,000,000 |
| Perinatal Federal Share (03) | 940,000 |
| Administration Costs & QAIJR (603) | 33,200,000 |
| TOTAL | 158,140,000 |
| GRAND TOTAL | 171,190,000 |

| Fiscal Year 2024-25 | Funding Amount |
|---|----------------|
| | Original |
| A1 | |
| State General Funds (7/1/24 to 6/30/25) | |
| Non Perinatal ODS Waiver SGF** (08) | 9,600,000 |
| Perinatal ODS Waiver SGF** (09) | 840,000 |
| Administration Costs & QAIJR SGF** (603) | 2,610,000 |
| TOTAL | 13,050,000 |
| Drug Medi-Cal Federal Share (7/1/24 to 6/30/25) | |
| Non Perinatal Federal Share (01) | 124,000,000 |
| Perinatal Federal Share (03) | 940,000 |
| Administration Costs & QAIJR (603) | 33,200,000 |
| TOTAL | 158,140,000 |
| GRAND TOTAL | 171,190,000 |

| | |
|--------------------------|---------------|
| Original Four-Year Total | 694,760,000 |
| A1 Four-Year Total | 1,146,390,000 |

| Fiscal Year 2025-26 | Funding Amount |
|---|----------------|
| | Original |
| A1 | |
| State General Funds (7/1/25 to 6/30/26) | |
| Non Perinatal ODS Waiver SGF** (08) | 9,600,000 |
| Perinatal ODS Waiver SGF** (09) | 840,000 |
| Administration Costs & QAIJR SGF** (603) | 2,610,000 |
| TOTAL | 13,050,000 |
| Drug Medi-Cal Federal Share (7/1/25 to 6/30/26) | |
| Non Perinatal Federal Share (01) | 124,000,000 |
| Perinatal Federal Share (03) | 940,000 |
| Administration Costs & QAIJR (603) | 33,200,000 |
| TOTAL | 158,140,000 |
| GRAND TOTAL | 171,190,000 |

** State General Fund amounts are based on biannual DMC estimates approved by the Department of Finance. DHCS will revise the amounts through the contract amendment process for each new allocation.



County of San Diego
Revenue Fact Sheet

O.F.P. Use Only

Date Rec'd

ACCOUNT NUMBER ASSIGNED: 45414/45980

1. Department ORG: # 45305 Department Name: Health & Human Services Agency - BHS
Contact Person: Dan Vasquez Phone: 619-341-9245
Low Org: # _____ (optional)

2. Requested Revenue Account Title: ST. AID - OTHER STATE GRANTS / DRUG MEDI-CAL

3. Anticipated Annual Revenue: \$ 342,200,000

4. Revenue will be Budgeted Beginning with: F.Y. 2024-25

5. A. Source of Revenue: ☐ Federal ☐ Federal ARRA* Stimulus ☐ State
☐ Public Agency ☐ Individual ☐ Other
* ARRA - American Recovery and Reinvestment Act of 2009

Please Explain:

Drug Medi-Cal Organized Delivery System (DMC-ODS) Intergovernmental Agreement from the State of California and accept the funding for Fiscal Year 2023-24 through Fiscal Year 2026-27

B. Authority: 11/7/23 #31 Board Letter

C. Form of Revenue: ☒ Grant ☐ Subvention ☐ Fee ☐ License ☐ Contract ☐ Other
If Fee or License, indicate amount: \$ _____

Please Explain:

Drug Medi-Cal Organized Delivery System (DMC-ODS) Intergovernmental Agreement from the State of California and accept the funding for Fiscal Year 2023-24 through Fiscal Year 2026-27,

D. Service Provided: Provide DMC-ODS services

E. Means of Projecting for Budget (formula used): Allocation from funder

F. How is the Revenue Received: ☒ Reimbursements ☐ Advances ☐ Other

Please Explain:

G. When is the Revenue Received: ☐ Annually ☒ Quarterly ☐ Monthly ☐ Daily ☐ Other

Please Explain:

6. Cost Recovery: ☒ Full Recovery ☐ A-87 ☐ Other

Please Explain:

7. Other Comments - Attach additional pages as necessary.

8. Miscellaneous Revenue - Attach additional pages as necessary.

Signature: Dan Vasquez Digitally signed by Dan Vasquez
Date: 2025.03 03 09:14:15 -08'00'

Date: Mar 3, 2025



REVENUE AGREEMENT/GRANT/MOU CHECKLIST

(To be completed by Region/Division)

| TYPE | Revenue Agreement | Application Due Date | Estimated Date of Approval |
|------|--|--|---|
| 1. | Revenue Agreement/ Grant/MOU Title: | MULTI-YEAR DRUG MEDI-CAL ORGANIZED DELIVERY SYSTEM (DMC-ODS) INTERGOVERNMENTAL AGREEMENT (IA) FROM STATE OF CALIFORNIA FOR FISCAL | |
| 2. | Summarize purpose of Revenue Agreement/ Grant/MOU: | Providing Drug-Medi-Cal Organized Delivery System services for substance use disorder treatment | |
| 3. | What is the key Strategy Initiative(s)? | Healthy Families | |
| 4. | Why should HHSA pursue this funding source? | Amendment to existing revenue agreement | |
| 5. | Full Cost Recovery? | <input checked="" type="radio"/> Yes <input type="radio"/> Waiver requested | |
| 6. | Enter Distribution Amount: | Total \$ 1,146,390,000 Direct 1,146,390,000 External Indirect Internal Indirect | |
| 7. | Annual \$ distribution? | Term | State Fiscal Year |
| | 1,146,390,000 | <input type="checkbox"/> More Than 5 Years? | Match or MOE requirement? <input type="checkbox"/> Match <input type="checkbox"/> Inkind <input type="checkbox"/> |
| | Year 1 171,190,000 | | |
| | Year 2 342,200,000 | | |
| | Year 3 316,500,000 | | |
| | Year 4 316,500,000 | | |
| | Year 5 | | |
| 8. | Board date and minute order #: | 11/7/23 #31 | |
| 9. | Revenue Agreement/Grant/MOU funds: | <input checked="" type="checkbox"/> Salaries & Benefits <input checked="" type="checkbox"/> Services & Supplies <input type="checkbox"/> Contracts <input type="checkbox"/> Fixed Assets | |
| 10. | Comments: | | |
| 11. | Contact Information: | Name Dan Vasquez Phone Number 619-341-9245 | <input type="button" value="Submit by Email"/> <input type="button" value="Clear Form"/> |

B-29 Costs

| | |
|-----------------------------|-------------------|
| Staffing | |
| Salaries | 21,875,887 |
| Benefit @ 72.82% (FY 24/25) | 15,930,021 |
| TOTAL S&B | 37,805,907 |

Amount for Admin Costs

| | |
|------------------------------|--------------------|
| Services and Supplies | |
| Office supplies | |
| Telecom | |
| IT | |
| Contract Costs | 297,400,000 |
| Travel | |
| Contract ISF | |
| Rent | |
| Utilities | |
| Other | |
| TOTAL S&S | 297,400,000 |

Non-Perinatal, Perinatal

| | |
|---------------------------|--------------------|
| TOTAL DIRECT COSTS | 335,205,907 |
|---------------------------|--------------------|

| | |
|------------------------|------------------|
| INDIRECT COSTS | |
| Internal Indirects | 6,994,093 |
| External Indirects | - |
| TOTAL INDIRECTS | 6,994,093 |

| | |
|--------------------------------|--------|
| PROGRAM INDIRECT RATES* | |
| Internal Rate | 18.50% |
| External Rate | |

*Contact Fiscal Services, Patrick Bondoc (619-952-6463) for your program's rates

| | |
|------------------------------|--------------------|
| TOTAL COSTS (B20+B26) | 342,200,000 |
|------------------------------|--------------------|

| | |
|--------------------------|--------------------|
| REVENUE | |
| Direct Revenue Allowed | 335,205,907 |
| Indirect Revenue Allowed | 6,994,093 |
| TOTAL REVENUE | 342,200,000 |

| | |
|---------------------------|----------|
| Unrecovered Direct Cost | 0 |
| Unrecovered Indirect Cost | - |
| Total B-29 Costs | 0 |

Revenue Located

| | | | |
|-----------------|---------|-------|---------------|
| | Low Org | 45290 | |
| Revenue Account | | 45414 | SGF 52200000 |
| | | 45980 | DMC 290000000 |



DATE: February 13, 2025

TO: County of San Diego

SUBJECT: Transmittal of the Drug Medi-Cal Organized Delivery System Intergovernmental Agreement (IA) Amendment A1 Services for Fiscal Years 2023-24 through FY 2026-27.

Enclosed for signature is the Intergovernmental Agreement (IA) Amendment A1 for Drug Medi-Cal Organized Delivery System (DMC-ODS) services for Fiscal Years (FY) 2023-24 through FY 2026-27.

The IA must be signed by the Contractor's appropriate designee and returned to the Department of Health Care Services (DHCS) by **March 15, 2025**.

The requirements for processing the enclosed contract for DocuSign include the following:

Obtain a resolution, approved board minutes, order, motion, or ordinance from your County Board of Supervisors, which specifically approves and authorizes execution of this contract and signer.

Email a copy of the resolution, approved board minutes, order, motion, or ordinance to Erika Wu at Erika.Wu@dhcs.ca.gov, with the name/title/email of the signer(s) (including the order of signature if more than one signer).

Upon DHCS' receipt of the county Board of Supervisors resolution/minute order/etc. authority documentation, the DocuSign will be prepared by DHCS' Contracts Division and routed to signer(s). A signed copy will be returned for your records with all related contractual documents.

We appreciate working with you. If you have any questions, contact me at (916) 345-7147.

Sincerely,

Erika Wu, AGPA
Department of Health Care Services Medi-Cal Behavioral Health Division
Policy Division Administrative Section
Contracts Unit



County of San Diego
Page 2
February 13, 2025

Enclosures:

- Standard Agreement (Form STD 213A)
- Exhibit B Attachment I A1- Budget Detail and Payment Provisions
- CCC 04/2017 (Contractor Certification Clauses)
- California Civil Rights Laws Certification

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

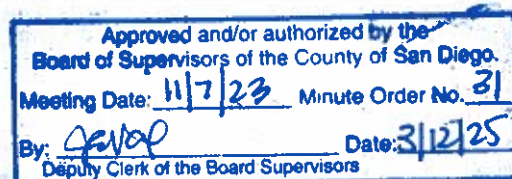
1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

| | |
|--|--------------------------|
| Proposer/Bidder Firm Name (Printed) | Federal ID Number |
| County of San Diego | 95-6000934 |
| By (Authorized Signature) | |
| Printed Name and Title of Person Signing | |
| Andrew Potter, Clerk of the Board of Supervisors | |
| Executed in the County of | Executed in the State of |
| San Diego | CA |
| Date Executed | |

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
BY Andrew Gregor
ANDREW GREGOR, SENIOR DEPUTY



STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
 DGS OLS 04 (Rev. 01/17)


DEPARTMENT OF GENERAL SERVICES
 OFFICE OF LEGAL SERVICES

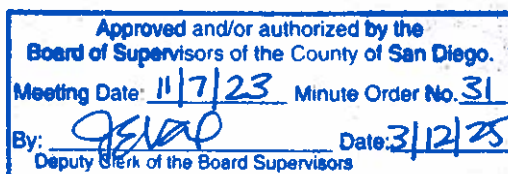
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| | |
|--|-----------------------------------|
| Proposer/Bidder Firm Name (Printed) | Federal ID Number |
| County of San Diego | 95-6000934 |
| By (Authorized Signature) | |
| <div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <small>BE4BEMQASDFAC0</small> </div> | |
| Printed Name and Title of Person Signing | |
| Andrew Potter | Clerk of the Board of Supervisors |
| Executed in the County of | Executed in the State of |
| 03/14/25 | CA |
| Date Executed | |
| March 14, 2025 | |



STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

PAGES

AGREEMENT NUMBER

23-30119

AMENDMENT NUMBER

A1

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of San Diego

2. The term of this Agreement is:

START DATE

July 1, 2023

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement after this Amendment is:

\$1,146,390,000.00 (One Billion, One Hundred Forty-Six Million, Three Hundred Ninety Thousand Dollars)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. The effective date of this Amendment is the date approved by DHCS.

II. Purpose of amendment:

Increase Contract Amount

-This Amendment increases the maximum amount payable on the face of the original STD213 by \$461,630,000.00 for a total maximum amount of \$1,146,390,000.00.

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego

CONTRACTOR BUSINESS ADDRESS

3255 Camino Del Rio South

CITY

San Diego

STATE

CA

ZIP

92108

PRINTED NAME OF PERSON SIGNING

Andrew Potter

TITLE

Clerk of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)
WIC 14184.102(e)APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL
By: Andrew Gregor
ANDREW GREGOR, SENIOR DEPUTYApproved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 11/1/23 Minute Order No. 31
By: [Signature] Date 3/12/25
Deputy Clerk of the Board of Supervisors

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

| | | | | |
|--|-------|-------------------------------------|-------------------------------|-----------------------------|
| <input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED | PAGES | AGREEMENT NUMBER 23-30119 | AMENDMENT NUMBER A1 | Purchasing Authority Number |
|--|-------|-------------------------------------|-------------------------------|-----------------------------|

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Department of Health Care Services

CONTRACTOR NAME

County of San Diego

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START DATE

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CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Diego

CONTRACTOR BUSINESS ADDRESS

3255 Camino Del Rio South

CITY

San Diego

STATE

CA

ZIP

92108

PRINTED NAME OF PERSON SIGNING

Andrew Potter

TITLE

Clerk of the Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

Andrew Potter

DATE SIGNED

March 14, 2025

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Nga Pham

TITLE

Chief, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Nga Pham

DATE SIGNED

March 14, 2025

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)
WIC 14184.102(e)

Approved and/or authorized by the
Board of Supervisors of the County of San Diego.
Meeting Date: 11/7/23 Minute Order No. 31
By: *[Signature]* Date: 3/12/25

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

| | |
|---------------------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
| County of San Diego | 95-6000934 |

By (Authorized Signature)

| | |
|---|--|
| DocuSigned by:  <small>9F48F880A8DF4C0</small> | Printed Name and Title of Person Signing |
|---|--|

Andrew Potter Clerk of the Board of Supervisors

| | |
|----------------|---------------------------|
| Date Executed | Executed in the County of |
| March 14, 2025 | 03/14/2025 |

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

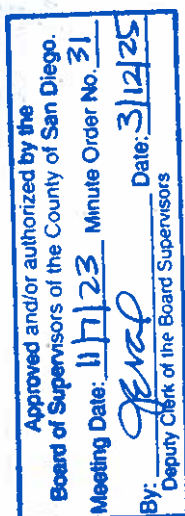
a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,



2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Contractor Certification Clauses

CCC 04/2017

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY Andrew Gregor

ANDREW GREGOR, SENIOR DEPUTY

CERTIFICATION

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

| | |
|---------------------------------------|-------------------|
| Contractor/Bidder Firm Name (Printed) | Federal ID Number |
| County of San Diego | 95-6000934 |
| By (Authorized Signature) | |

Printed Name and Title of Person Signing

Andrew Potter, Clerk of the Board of Supervisors

Date Executed

Executed in the County of

San Diego

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

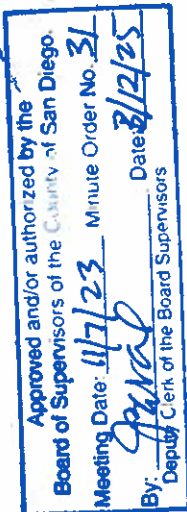
a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,



2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

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

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Certificate Of Completion

Envelope Id: C2CD1F31-5D94-44C8-8D9C-096C95F857BA

Subject: 23-30119 A1 County of San Diego External Docs

Source Envelope:

Document Pages: 7

Certificate Pages: 5

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Status: Completed

Envelope Originator:

Lakenya Gross

1501 Capitol Ave

Sacramento, CA 95814-5005

Lakenya.Gross@dhcs.ca.gov

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Signer Events

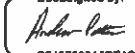
Andrew Potter

andrew.potter@sdcounty.ca.gov

Clerk of the Board of Supervisors

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 23.56.109.107

Timestamp

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Viewed: 3/14/2025 10:19:46 AM

Signed: 3/14/2025 10:25:06 AM

Electronic Record and Signature Disclosure:

Accepted: 3/14/2025 10:19:46 AM

ID: 48f3264b-2bef-4d28-82b6-4f7c3a3b7efb

Nga Pham

nga.pham@dhcs.ca.gov

Chief, Contract Services Section

DHCS

Security Level: Email, Account Authentication (None)

DocuSigned by:

9BFC14C0A962405

Signature Adoption: Pre-selected Style
Using IP Address: 158.96.4.13

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Viewed: 3/14/2025 10:43:06 AM

Signed: 3/14/2025 10:44:02 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

| In Person Signer Events | Signature | Timestamp |
|------------------------------|-----------|------------|
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |

| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 2/18/2025 2:56:29 PM |
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| Signing Complete | Security Checked | 3/14/2025 10:44:02 AM |
| Completed | Security Checked | 3/14/2025 10:44:02 AM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Department of Health Care Services (CA DHCS) (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Department of Health Care Services (CA DHCS):

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Russ.Rogers@dhcs.ca.gov

To advise Department of Health Care Services (CA DHCS) of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at Russ.Rogers@dhcs.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Department of Health Care Services (CA DHCS)

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Department of Health Care Services (CA DHCS)

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to Russ.Rogers@dhcs.ca.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none">• Allow per session cookies |

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Health Care Services (CA DHCS) as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Health Care Services (CA DHCS) during the course of my relationship with you.