

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND
THE COUNTY OF MONTEREY ON
BEHALF OF THE MONTEREY COUNTY
DEPARTMENT OF HEALTH



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND THE COUNTY OF MONTEREY ON BEHALF OF
THE MONTEREY COUNTY HEALTH DEPARTMENT**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **County of Monterey**, a political subdivision of the State of California, on behalf of **Monterey County Health Department** (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto, and incorporated herein by reference.
2. **Term; Completion Schedule.** This Agreement shall commence on July 1, 2022, and ending December 31, 2025, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties and may be terminated only pursuant to the terms of this Agreement.
3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in the Cohort 4 California Violence Intervention Prevention Grant Award Agreement with State of California Board of State and Community Corrections outlined in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed **Two Hundred Four Thousand Seven Hundred and Ninety-Six dollars (\$204,796)**.
4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date or date range the services were performed;
- (C) The number of hours spent and by whom;

- (D) A brief description of any costs incurred; and
- (E) Supporting documentation as required by BSCC such as receipts, pay detail
- (F) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement. An invoice sample is provided in **Exhibit C**.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. Meet & Confer. Consultant agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by the City to ensure timely and adequate performance of the Agreement.

6. Additional Copies. If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. Responsibility of Consultant. By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. Responsibility of City. To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be

appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Jose Arreola, Community Safety Administrator, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret, and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.**

Each party shall defend, indemnify, and hold harmless the other, and its officers, officials, employees, subcontractors, volunteers, and agents from and against any and all liability, loss, damage, injury, expense, claim, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the indemnified party's performance of work hereunder, including the performance of work of any of indemnified party's subcontractors or agents, or the indemnifier's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the negligence or willful misconduct of the other.

11. **Insurance.** Consultant is lawfully self-insured for purposes of General Liability. See **Exhibit A** for coverages.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. **Non-Assignability.** It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) Either party shall have the authority to terminate this Agreement, upon ten calendar days' written notice to the other, as follows, with or without cause:

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in **Exhibit B** and Section 3 of this Agreement, except that:

(1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of undisputed additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such undisputed additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Krista Hanni, MS, PhD
Planning, Evaluation, and Policy Manager
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906

With a copy to:

Elsa Mendoza Jimenez, MPH
Director of health
Monterey County Health Department
1270 Natividad Road
Salinas, CA 93906

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion,

ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

28. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

29. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good standing, and that any applicable bond posted in accordance with applicable laws and regulations.

30. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

31. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

32. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

33. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

34. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

_____ Date: _____

Steve Carrigan
City Manager

APPROVED AS TO FORM:

_____ Date: _____

- Christopher A. Callihan, City Attorney, or
- Rhonda Combs, Assistant City Attorney

CONSULTANT – County of Monterey

_____ Date: _____

Elsa Mendoza Jimenez, Director of Health

Approved as to Form:

DocuSigned by:

COECE1B99F444A9... _____ Date: 1/18/2023 | 11:11 AM PST

Deputy County Counsel

Stacy Saetta Chief Deputy County Counsel.

Name and Title

Approved as to Fiscal Provisions:

DocuSigned by:

AE7E6S7875454AE... _____ Date: 1/19/2023 | 8:52 AM PST

Auditor/Controller

Jennifer Forsyth Auditor-Controller Analyst II

Name and Title

Exhibit A

MONTEREY COUNTY
COUNTY COUNSEL - RISK MANAGEMENT

LESLIE J. GIRARD
COUNTY COUNSEL-RISK MANAGER

168 W. ALISAL STREET 3RD FLOOR
SALINAS, CA 93901-2680
P: (831) 755-5045
F: (831) 755-5081
www.co.monterey.ca.us



November 2, 2022

City of Salinas
200 Lincoln Avenue
Salinas, CA 93901

RE: County of Monterey, Health Department – Evaluation of Reducing Youth Violence

By this letter, I hereby certify that the County of Monterey is lawfully self-insured for purposes of General Liability and Automobile Liability related to County sanctioned activities.

By order of the Board of Supervisors, the County of Monterey maintains a reserve fund to cover occurrences within a self-insured retention level of \$2.5 million. Above the self-insured retention, the County maintains a primary excess layer up to \$10 million (total layers up to \$50 million) through a Joint Powers Authority agreement with other counties called Public Risk, Innovations, Solutions, and Management ("PRISM") (formerly CSAC – EIA) with a master policy number 22 GL2-00, effective 7/1/2022 – 6/30/2023.

This policy and its limits are inclusive of Employment Practice Liability (EPL), Errors and Omissions Liability (E&O), and property damage.

Also through PRISM, the County purchases a broad form property policy covering fire, vandalism, extended coverage, business interruption, etc. The primary layer of this coverage (\$10 million) is through PRISM memorandum number PRISMPRC 22-23, effective 3/31/2022 – 3/31/2023 with excess layers above the primary.

The County is self-insured for purposes of Workers' Compensation with statutory limits.

Respectfully,

Leslie J. Girard
County Counsel – Risk Manager

By: Kari Picoli
Kari Picoli, Sr. Secretary-Confidential
County of Monterey, Risk Management

c: Juanita Sanders – Health Department

Exhibit B

Project Description:

City and Consultant (in this exhibit, sometimes individually referred to as “Agency” and collectively referred to as “Agencies”) shall work together toward the mutual goal of evaluating the reduction of youth violence using evidence-based prevention and intervention activities. Both Agencies agree that the implementation of the proposed program evaluation as described in the proposal submitted by Consultant to the California Board of State and Community Corrections (BSCC) for the 2022-2025 California Violence Intervention and Prevention (Cal VIP) cohort 4 program will further that goal. To this end, each Agency agrees to participate in the program by coordinating and providing the following services over the three-year period of the grant-funded program, commencing July 1, 2022 and ending December 31, 2025.

City will

- (1) Convene meetings every two months of the Coordinating and Advisory Council for the Cal VIP program, to discuss strategies, schedules, implementation fidelity, and progress; suggest new directions as necessary; and provide technical support.
- (2) Be responsible for the technical and financial management of the Cal VIP grant including quarterly reporting and billing directly to BSCC.

Consultant will:

- (1) Serve as a member of the Community Alliance for Safety and Peace (CASP) and attend monthly Strategic Work Plan committee meetings to share information and coordinate activities for community-wide violence prevention, twice monthly CASP General Assembly meetings and attend meetings every two months of the Coordinating and Advisory Council for the Cal VIP project to review strategies, schedules, implementation fidelity, and progress, and provide technical assistance as needed.

- (2) Invoice the city on a monthly or quarterly basis
- (3) Ensure on time submittal of quarterly progress reports to the Community Safety Administrator and Board of State and Community Correction.
- (4) Will gather data for the quarterly progress reports and create a local evaluation plan (LEP), including a logic model, that is developed collaboratively and led by the epidemiologist who drafted the CDC STRYVE evaluation plan.
- (5) Highlight our achievements in a final evaluation report that will summarize the activities and outcomes of the proposed strategies.
- (6) Receive \$204,796 total over three years from the Cal VIP grant for the provision of these services between July 1, 2022 and ending December 31, 2025.

Timeline for Deliverables

Date	Task	Deliverable
<p>Quarterly beginning Nov. 15, 2022 through Aug. 15, 2025</p> <p>Q1 QPR Due Nov. 15, 2022 Q2 QPR Due Feb. 15, 2023 Q3 QPR Due May. 15, 2023 Q4 QPR Due August 15, 2023 Q5 QPR Due Nov. 15, 2023 Q6 QPR Due Feb. 15, 2024 Q7 QPR Due May 15, 2024 Q8 QPR Due August 15, 2024 Q9 QPR Due Nov. 15, 2024 Q10 QPR Due Feb. 15, 2025 Q11 QPR Due May 15, 2025 Q12 QPR Due August 15, 2025</p>	<p><i>Prepare and submit quarterly progress reports to the Board of State and Community Correction Cohort 4 CAL VIP Grant Manager</i></p>	<p>Quarterly Progress Reports</p>
<p>Due to BSCC Jan 3, 2023</p>	<p><i>Prepare the Local Evaluation Plan outlining the how the programs in our grant will be evaluated over the next three years</i></p>	<p><i>The Local Evaluation Plan.</i></p>
<p>December 31, 2025</p>	<p><i>Prepare and submit The Final Local Evaluation Report</i></p>	<p><i>The Final Local Evaluation Report</i></p>

**The California Board of State and Community Corrections
(BSCC): California Violence Intervention and Prevention
(CALVIP) Cohort #4**

July 1, 2022- December 31, 2025

**DATA SHARING AND USE AGREEMENT BETWEEN
COUNTY OF MONTEREY, ON BEHALF OF MONTEREY COUNTY
HEALTH DEPARTMENT and THE CITY OF SALINAS**

AGREEMENT

I. DECLARATION

This agreement is entered, by and between the **County of Monterey, on behalf of the Monterey County Health Department**, (hereinafter referred to as “**Health**”) and **City of Salinas** (hereinafter referred to as “**City**”), for the purpose of providing services under the California Violence Intervention and Prevention, Cohort #4.

II. BACKGROUND

Gang and gun-related violence has been exceptionally high in Salinas, the seat of Monterey County, over the past 6-7 years. After a noticeable decrease in 2019, homicides, shootings and aggravated assaults are surging again, particularly among youth and young adults; homicide rose 67% from 2020 to 2021. The Community Safety Division, Salinas Police Department and community partners Rancho Cielo, Partners for Peace and the Natividad Medical Foundation will deliver services under the CALVIP Cohort #4 Grant with goals to 1) provide intervention services to youth and parents to reduce risk factors and increase protective factors, 2) prevent or reduce problem behaviors, delinquency and involvement in violent crime among participants, 3) reduce violent crime in the City of Salinas.

III. PURPOSE

The purpose of this agreement is to describe and confirm the roles of each organization to collect, safeguard and report data collected throughout the CALVIP Cohort #4 project duration.

IV. PRINCIPLES OF THE AGREEMENT

A. CITY agrees to:

- a. Coordinate the data exchange from key partner organizations to Health to ensure submission of all evaluation measure deliverables

- b. Collaborate with key partner organizations to ensure timely submission and record reconciliations are complete
- c. Ensure client data and records remain restricted to authorized users only within each respective partner organization

B. HEALTH agrees to:

- a. Develop CALVIP Cohort #4 local evaluation plan, including logic model and tools for data collection.
- b. Collect de-identifiable data, such as but not limited to aggregated counts, for evaluation measures directly from key partner organizations as it relates to the requirements specified by BSCC.
- c. Safeguard all data collected in compliance with standards for privacy and security of health information, including without limitation, protected health information described by Health Insurance Portability and Accountability Act (HIPAA) and its implementation regulations (45 C.F.R. Parts 150-64) to ensure the integrity and confidentiality of Protected Health information exchanged between City and/or key partner organizations.
- d. Report all evaluation measures in a de-identifiable, aggregated format to BSCC, City of Salinas and key partner organizations as required under the terms of the project agreements.
 - a. May also report Board of Supervisors, internally to Health Officer or Director as requested in an aggregated, de-identified format.
- e. Oversee the execution of additional data evaluation reports and ensure its reporting to the groups or individuals previously identified (IV.A.c)

C. Records and Confidentiality

1. Confidentiality

All parties to this agreement and their employees, agents and contractors providing services under this agreement shall comply with all applicable provisions of law which provide for the confidentiality of records and prohibit their exposure for any purpose not directly connected with the administration of public social services. Confidential medical or personnel records and the identities of clients shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by either party from access to any such records, and from contact with its clients shall be used by either party only about its conduct of the program under this Agreement. The parties, through the Directors of the Health Department and their representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the either party shall remain confidential and may be disclosed only as permitted by law.

2. Maintenance of Records

The parties shall prepare, maintain, and preserve all reports and records that may be required by Federal, State and County rules and regulations related to services performed under this Agreement. The parties shall maintain such records as required by law. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the lawful retention period, then the parties shall retain said records until such

action is resolved. All archived records may be retained for no less than seven years post program culmination prior to discard. Health will not guarantee the maintenance of records after seven years post program culmination.

3. Access to and Audit of Records

Health shall have the right to examine, monitor and audit all City- key partner organizations records, documents, conditions, and activities only in connection with its work under this Agreement. City-key partner organizations shall permit Health and the State or any of its duly authorized representatives to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement. This Agreement is subject to the examination and audit of the State Auditor, at the request of Health or as part of any audit by Health, for a period of seven years after program culmination.

4. Reporting Requirements

- **City** will provide **Health** with quantitative and qualitative data to conduct the evaluation activities as required to facilitate the production of evaluation reports requiring submission to BSCC
- **City** agrees to provide such additional data as may be required to satisfy BSCC Request for information regarding the performance of work under this Agreement
- **Health** agrees to provide aggregated evaluation reports in a written, audiovisual formats as required by BSCC
- **Health** may also report evaluation summary reports to City, Board of Supervisors, internally to the health Officer, and/or Director, on a monthly, quarterly, or as otherwise requested

V. Contract Administrators

Health hereby designates Krista Hanni as its Administrator for this Data Sharing and Use Agreement. All matters concerning this Data Sharing and Use Agreement that are within the responsibility of **Health** shall be under the direction of, or shall be submitted to, the **Health** Administrator.

City hereby designates Jose Arreola, as its Administrator for this Data Sharing and Use Agreement. All matters concerning this Data Sharing and Use Agreement which are within the responsibility of **City** shall be under the direction of, or shall be submitted to, the **City** Administrator.

VI. INDEMNIFICATION

- A.** Each party shall defend, indemnify, and hold harmless the other, and its officers, officials, employees, subcontractors, volunteers, and agents from and against any and all liability, loss, damage, injury, expense, claim, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the indemnified party's performance of work hereunder, including the performance of work of any of indemnified party's subcontractors or agents, or the indemnifier's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the negligence or willful misconduct of the other.

VII. TERM AND TERMINATION

Term: The initial term (the “Initial Term”) of this Agreement shall begin on July 1, 2022 and end December 31, 2025. Upon expiration of the initial term, this Agreement can be renewed for successive one-year periods (each a **Renewal Term**) with parties’ written agreement until terminated in accordance with Termination section immediately below. “Initial Term” and “Renewal Term” may be used in this Agreement interchangeably with “Term”. Both parties agree that the financial terms and service commitments may be renegotiated annually.

Termination: Either Party may terminate this Agreement with sixty (60) days advance written notice.

VIII. AMENDMENT

This Agreement may be amended or modified upon mutual written consent of both parties.

IX. EXHIBITS

None.

IX. NOTICES

Notices required under this Agreement shall be delivered personally or by first-class postage pre-paid mail to appropriate contract administrators at the addresses listed below:

For County of Monterey Health Department:

Krista Hanni
Program Manager, II
County of Monterey
Department of Health
1270 Natividad Road
Salinas, CA 93906

For City of Salinas

Jose Arreola
Community Safety Administrator
City of Salinas
200 Lincoln Ave
Salinas, CA 93901

DocuSigned by:
Stacy Saetta
C0ECE1B99F444A9...

Stacy Saetta

1/18/2023 | 11:11 AM PST

Chief Deputy County Counsel.

DocuSigned by:
Jennifer Forsyth
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Jennifer Forsyth

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Auditor-Controller Analyst II