

Memorandum of Understanding

Between

The County of Monterey, on behalf of the Health Department, Behavioral Health Bureau
and
Cancer Patients Alliance

This Memorandum of Understanding Agreement (hereinafter Agreement) is effective the 1st day of May 2024, by and between Cancer Patients Alliance, a California nonprofit organization, located at 312 Fountain Avenue, Pacific Grove, California 93950 (hereinafter referred to as CPA) and the County of Monterey, a political subdivision of the State of California, on behalf of the Bureau of Behavioral Health, a division of the County of Monterey Health Department, located at 1270 Natividad Road, Salinas, California 93906 (hereinafter referred to as BH), and individually or collectively known as a PARTY or PARTIES to this Agreement. The PARTIES have reached an understanding as expressed by this Agreement, such that the BH will hereby contract to supply behavioral health information, guidance and related services to CPA in regard to CPA's recent behavioral health grant (hereinafter referred to as Project):

ARTICLE I RECITALS

1.1 BH shall fulfil BH's obligations herein as specified in Exhibit A to this Agreement.

1.2 BH represents, warrants, and covenants to CPA that BH possesses the skills necessary to perform BH's obligations under this Agreement in a competent, professional manner.

1.3 Except as otherwise expressly provided herein especially in Exhibit A, or as amended, BH shall perform BH's obligations required by this Agreement at any such times as BH shall, in BH's sole discretion, determine.

1.4 Any modification of BH's services hereunder or of BH's relationship with CPA shall be evidenced by a written modification of this Agreement per Section 3.5.

1.5 CPA shall indemnify, defend, and hold BH harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, actions, causes of action, deficiencies or costs that BH may incur or suffer as a result of any act or omission on the part of CPA including, without limitation, professional services as broadly defined.

1.6 BH shall indemnify, defend, and hold CPA harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, actions, causes of action, deficiencies or costs that CPA may incur or suffer as a result of any act or omission on the part of BH including, without limitation, professional services as broadly defined.

1.7 Both parties shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under the agreement.

MINIMUM SCOPE AND LIMIT OF INSURANCE: Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and a general aggregate limit of \$2,000,000.
2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

ARTICLE II DUTIES AND OBLIGATIONS

2.1 In consideration for the services to be performed by BH, CPA agrees to pay BH the amounts, at the times, set forth in Exhibit A to this Agreement.

2.2 BH will be responsible for all expenses incurred by BH in performing BH's services under this Agreement.

ARTICLE III MISCELLANEOUS

3.1 This Agreement shall become effective on May 1, 2024, and terminate on June 30, 2025, although activities may end earlier dependent on the dictates of the project per Exhibit A, unless terminated earlier by either PARTY to this Agreement. The term can be extended by written agreement of the PARTIES as per Section 3.5 of this Agreement.

3.2 This Agreement may be terminated as follows: Either PARTY may terminate this Agreement, with or without cause, for any reason or for no reason, with 30 days written notice to the other Party. In the case of a material breach of this Agreement, or in the instance of unprofessional activity, either Party may terminate this Agreement upon immediate notification of the other PARTY.

3.3 Every Exhibit, Schedule, or other appendix attached to or otherwise referred to in this Agreement is incorporated in this Agreement by reference.

3.4 Except for notice of termination which can be given in-person or by phone or email, any notice, demand or request shall be in writing and shall be deemed effective three (3) days after being deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, and

addressed to the addressee at the address set forth above. Any PARTY may change its address by providing notice as set forth herein.

3.5 This Agreement constitutes the sole and entire agreement between CPA and BH, and supersedes all prior and contemporaneous statements, promises, understandings, or agreements. Any modification of this Agreement will be effective only if it is in writing and signed by the PARTIES to this Agreement.

3.6 Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction shall be decided by *neutral binding arbitration* in the Monterey, California area in accordance with the rules of the American Arbitration Association, and not by court action except as provided by California law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

3.7 This Agreement shall be construed and interpreted under the laws of the State of California. Time is of the essence in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective May 1, 2024, at Monterey County, California.

CPA:
 Signed By: DocuSigned by: Dale O'Brien, MD Date: 4/9/2024 | 2:01 PM PDT
A3134168E8064CE
 Dale O'Brien, Executive Director
 Cancer Patients Alliance / EIN: 77-0569948
 312 Fountain Avenue, Pacific Grove, CA 93950
 831-658-0600

BH:
 Signed By: DocuSigned by: Elsa Mendoza Jimenez Date: 5/1/2024 | 8:50 AM PDT
C7A30BA59CA8423
 Elsa Mendoza Jimenez, Director of Health Services
 1270 Natividad Road, Salinas, CA 93906
 831-755-4526

Exhibit A

Description of Project, BH and CPA Obligations

I. GENERAL

- 1). **PURPOSE:** The Project is funded to help establish improved capacity in Monterey County for direction and support to low-income and Latino clients earlier diagnosed and treated by professionals, or who need guidance to resources in areas of mental health, emotional disturbance and substance abuse disorders. And to provide workforce development to this end.
- 2). BH will offer guidance to CPA and other Project partners in regard to their Community Health Workers (CHWs) becoming certified as peer specialists in behavioral health under the guidelines of the California Mental Health Services Authority. As such, BH agrees to provide access to its PowerPoint information on peer specialist training, remain on call during working hours for certification questions, offer professional guidance in regard to certification to the CHWs as may be wished or needed, and be available for certification and job-related interviews with the Project CHWs.
- 3). BH employees who provide this service agree to take a short survey on employee characteristics as is required by the original funder of the Project.
- 4). **COMMUNICATION AND CONFLICT RESOLUTION:** The Parties recognize that ongoing frequent communication in terms of a collaboration such as this is paramount, and they agree to adhere to this principle. Should a conflict arise, they agree to try to report the issue to the other Party at an early date, and try to arrive at a resolution through discussion, understanding and possible compromise.

II. MONETARY

- 1). This Agreement is by and between the CPA and BH, was negotiated at arm's length, and is meant as fair compensation.
- 2). The monthly amount paid by CPA to BH will be \$1,815.00 per month for 14 months, ending on June 30, 2025 (though the data transfer and related activity could take more time at the end of the term of this Agreement). Unless otherwise agreed to in writing, however the maximum collective amount of these monthly payments shall not exceed in total **\$25,410.00**. This reimbursement amount and approach is designed to compensate BH for all services and costs.
- 3). BH will generate a monthly invoice and CPA will pay BH at the end of each month starting in May 2024. Any partial services are to be calculated on a pro-rata basis.
The invoice will be sent to: Cancer Patients Alliance, C/O Dale O'Brien, 312 Fountain Avenue, Pacific Grove 93950,



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Jimenez, Director of Health

Administration	Clinic Services	Public Health
Behavioral Health	Emergency Medical Services	Public Administrator/Public Guardian
	Environmental Health/Animal Services	

Nationally Accredited for Providing Quality Health Services

EXHIBIT B

INVOICE NO: XX

Cancer Patients Alliance
C/O Dale O'Brien
312 Fountain Avenue
Pacific Grove 93950

The requested funds for the amount listed below are by the Memorandum of Understanding by and between the County of Monterey, on behalf of the Health Department, Behavioral Health Bureau (BHB), and Cancer Patients Alliance (CPA) where BHB will supply behavioral health information, guidance, and related services to CPA regarding CPA's recent behavioral health grant.

Funds Requested: \$ X,XXX

Name	Title	Date
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For questions regarding this invoice please contact, Fabricio Chombo via email at chombof@co.monterey.ca.us or by phone at (831) 755-4578.

Memorandum of Understanding
County of Monterey BH and Cancer Patients Alliance
May 1, 2024 – June 30, 2025