

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

EVALCORP

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: services necessary to develop and implement an evaluation infrastructure for Monterey County's Mental Health Services Act funded projects and strategies.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 1,474,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2022 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Business Associate Agreement

Exhibit C: Invoice

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

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

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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

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

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 **NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Katy Eckert, MBA, Behavioral Health Bureau Chief	Kristen Donovan, Ph.D., President & Principle Consultant
Name and Title	Name and Title
Behavioral Health Administration 1270 Natividad Road Salinas, CA 93906	EVALCORP 15615 Allon Parkway, Suite 450 Irvine, CA 92618
Address	Address
(831) 755-4509	(949) 215-2312
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

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

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

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

17.3 Form: Delivery by E-Mail or Facsimile.

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

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____
By: _____
Department Head (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by:
Maivra Pantche
County Counsel
Date: 5/26/2022 | 6:55 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by:
Gary Giboney
Auditor/Controller
Date: 5/27/2022 | 9:14 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management
Date: _____

CONTRACTOR

EVALCORP

Contractor/Business Name *
By: DocuSigned by:
Kristen Donovan
(Signature of Chair, President, or Vice-President)
Kristen Donovan President
Date: Name and Title
5/23/2022 | 6:00 PM PDT

By: DocuSigned by:
Mr. Ivan Polic
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Mr. Ivan Polic Secretary
Date: Name and Title
5/26/2022 | 8:43 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

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

¹ Approval by County Counsel is required
² Approval by Auditor-Controller is required
³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

A. SCOPE OF SERVICES

The Monterey County Health Department, Behavioral Health Bureau has an ongoing need to conduct a comprehensive evaluation to assess the Mental Health Services Act (MHSA) funded strategies/projects' implementation and resulting impacts, and to issue a report of findings to the State Department of Health Care Services, the Monterey County Behavioral Health Commission, the Board of Supervisors, and the public.

The evaluation for the MHSA programs requires an infrastructure, including data collection tools and processes, to capture evaluation data aligned with State requirements and County-specific needs. An analysis of the data and summary of findings is presented in a variety of annual and multi-year reports for the Prevention and Early Intervention (PEI) Community Services and Supports (CSS), and Innovations (INN) funding components of MHSA.

Additionally, the MHSA requires an annual Community Program Planning Process (CPPP) to inform how counties construct their MHSA 3-Year Program and Expenditure Plans and Annual Updates. This contract will provide for the implementation and analysis of an annual Needs Assessment of community members and service providers, inclusive of a Report of Findings Document, that will inform resource allocation and prioritization of programs, strategies, and initiatives to be funded under the MHSA.

I. CONTRACTOR RESPONSIBILITIES:

See the following pages for Monterey County MHSA Planning and Evaluation Services Project Plan (i.e. Scope of Services, Projects, Deliverables, and Timelines)

Project 1) FY 22/23-25/26 Prevention and Early Intervention (PEI) Programs Capacity Building, Evaluation and Report Development

CONTRACTOR shall provide a variety of services to support MCBH in accomplishing the following objectives associated with the development, implementation and reporting of MHSA PEI Programs in Monterey County:

1. PEI Program Evaluation Data Aggregation, Analysis & Report Development

- a. CONTRACTOR shall obtain program-level data and reports for each funded program to inform development of annual PEI Evaluation Reports for FY's 21/22, 22/23, 24/25.
- b. CONTRACTOR shall review program-level data and reports for data quality and consistency and liaise with MCBH staff and/or Providers as needed regarding any data quality concerns or questions.
- c. CONTRACTOR shall conduct analyses and aggregation of the following: available program-level quantitative data, available program-level outcome data, available program-level qualitative data.
- d. CONTRACTOR shall create data tables, graphs and charts of PEI program-level outcome data to MCBH MHSA staff and providers on a quarterly basis.

- e. CONTRACTOR shall create data tables, graphs, and charts of program-level data for all PEI funded programs to be included in the annual PEI Evaluation Reports.
- f. CONTRACTOR shall provide recommendations based upon analysis of available data to assess effectiveness and impact of PEI programs to inform decision making of MCBH staff related to resource allocation for PEI funded programs and strategies.
- g. CONTRACTOR shall finalize annual PEI Evaluation Reports, in both English and Spanish languages, for submission to Monterey County and the State.
- h. CONTRACTOR shall develop an overarching Summary of Key Findings for FY's 21/22 through 23/24 that present high level findings and data summaries across the fiscal years.
- i. CONTRACTOR shall provide recommendations based upon analysis of available data to assess effectiveness and impact of PEI programs to inform decision making of MCBH staff related to resource allocation for PEI funded programs and strategies.
- j. CONTRACTOR shall provide consultation and assistance to Prevention Manager in developing a Monterey County Prevention Report for communicating outcomes and impact of PEI funded programs to community groups and stakeholders, in alignment with annual plans and other MHPA required reporting. CONTRACTOR will produce mutually agreed upon report.
- k. CONTRACTOR will develop slide decks of high-level aggregated data and outcomes for PEI components corresponding with each Annual Report. Slide decks will be developed for two types of audiences: 1) General public and/or community at large, and 2) Board of Supervisor and/or Behavioral Health Commission.

2. Enhancement of PEI Program Evaluation Tools and Infrastructure

- a. CONTRACTOR shall collaborate with MCBH staff and provide recommendation on selection of core evaluation metrics to assess effectiveness and impact of PEI Programs.
- b. CONTRACTOR shall provide consultation to MCBH in support of RFP process for mental health service delivery, as needed.
- c. CONTRACTOR shall conduct ongoing document review to inform evaluation activities, including review of Provider scopes of work, program-level data collection tools and reports, state regulations and requirements, and other relevant materials as needed.
- d. CONTRACTOR shall provide data collection tools in both English and Spanish languages, as needed.
- e. CONTRACTOR shall develop/refine data collection guidelines and conduct trainings with MCBH staff and funded Providers as needed to inform consistent collection of valid, reliable evaluation data based upon lessons learned and any changes in State Regulations.

- f. CONTRACTOR shall provide ongoing technical assistance to MCBH staff and Providers as needed to develop capacity for implementing PEI evaluation and to strengthen data quality.
- g. CONTRACTOR shall maintain provider training and technical assistance tracking log.
- h. CONTRACTOR shall attend meetings (via teleconference and/or in-person) each fiscal year with MCBH staff and Providers as needed regarding evaluation data collection. Consultation will be specific to each program related to stage of development and staffing and will include feedback loops in a continuous quality improvement model
- i. CONTRACTOR shall monitor quality of evaluation data submitted by Providers and MCBH staff on a quarterly basis.
- j. CONTRACTOR will facilitate monthly calls with MCBH staff to monitor evaluation efforts.

Project 2) FY 22/23-25/26 Innovation (INN) Program Planning, Evaluation and Report Development

CONTRACTOR shall provide a variety of services to support MCBH in accomplishing the following objectives associated with the development, implementation and reporting of MHSA INN Programs in Monterey County:

1. INN Program Data Collection, Analysis and Report Development

- a. At the direction of the Innovation Coordinator, CONTRACTOR shall obtain program-level data and reports for each applicable funded Innovation Plan to inform development of up to seven INN Evaluation Reports for FY's 21/22, 22/23, and 23/24.
- b. CONTRACTOR shall review program-level data and reports for data quality and consistency and liaise with MCBH staff and/or Providers as needed regarding any data quality concerns or questions.
- c. CONTRACTOR shall conduct analyses and aggregation of the following: available program-level quantitative data, available program-level outcome data, available program-level qualitative data. Analysis of data shall conform with MHSA regulations.
- d. CONTRACTOR shall provide data collection tools in both English and Spanish languages, as needed.
- e. CONTRACTOR shall create data tables, graphs, and charts of program-level data for inclusion in the annual INN Evaluation Reports.
- f. CONTRACTOR shall finalize annual INN Evaluation Reports, in English and Spanish language, for submission to Monterey County and the State.
- g. CONTRACTOR shall provide recommendations based upon analysis of available data to assess effectiveness and impact of INN programs to inform decision making of MCBH staff related to sustaining and/or the resource allocation for INN funded programs and strategies.

2. INN Project Evaluation Plan Development and Technical Assistance

- a. CONTRACTOR to provide collaboration, consultation and technical assistance to MCBH staff and stakeholders, as needed, during the formation or refinement of Learning Goals and/or Evaluation Strategies for pending or existing INN Project Plans where such elements are unestablished.
- b. CONTRACTOR shall develop/refine data collection guidelines and conduct trainings with MCBH staff and funded Providers as needed to inform consistent collection of valid, reliable evaluation data based upon lessons learned and any changes in State Regulations.
- c. CONTRACTOR shall provide ongoing technical assistance to MCBH staff and Providers as needed to develop capacity for implementing PEI evaluation and to strengthen data quality.

Project 3) FY 2023/24-2025/26 MHSA Three-Year Program and Expenditure Planning and Reporting

CONTRACTOR shall assist MCBH in accomplishing the following objectives associated with the development of the FY 2023/24-2025/26 MHSA Three-Year Program and Expenditure Plan:

1. Maintain compliance with Mental Health Oversight and Accountability Commission (MHSAOC) and Department of Health Care Services (DHCS) rules and regulations.

- a. CONTRACTOR shall review all existing and pending MCBH MHSA programs and consult with MCBH staff concerning any applicable existing or pending rules or regulations pertaining to the MHSA and its funding components, with respect to potential impacts relating to the development, implementation, and/or evaluation of MHSA programming in Monterey County.

2. Facilitation and Reporting of MHSA Community Program Planning Process (CPPP) Activities

- a. CONTRACTOR to work in collaboration with MCBH staff to identify and solicit stakeholders to participate in CPPP activities.
- b. CONTRACTOR shall refine/develop and work with MCBH staff to distribute the Monterey County Community Needs Assessment(s) survey for MHSA CPPP purposes, as needed, to support the development of the MHSA Three-Year Plan, Annual Updates and MHSA component evaluation reports.
- c. CONTRACTOR shall collect and analyze all quantitative and qualitative data captured by the Community Needs Assessment and issue a summary report of findings.
- d. As part of the Community Needs Assessment data collection, CONTRACTOR shall request and collect email address information of respondents to include them in future MCBH MHSA communications.
- e. As part of the Community Needs Assessment data collection, CONTRACTOR shall request and collect demographic information of respondents.

- f. CONTRACTOR to provide consultation to MCBH staff on use of Community Needs Assessment data in service delivery and/or program planning.
- g. CONTRACTOR shall develop/refine MHSA CPPP Focus Group Protocol with input from MCBH Staff, and in collaboration with MCBH staff, confirm community-based agencies to serve as “host” for each Focus Group and assist agencies in recruitment for participation in each Focus Group.
- h. CONTRACTOR shall conduct MHSA CPPP Focus Groups via Zoom in English and Spanish when requested by host agency.
- i. CONTRACTOR shall collect and analyze quantitative and qualitative received during Focus Groups and issue a summary report of findings.
- j. CONTRACTOR shall crosswalk findings in the Community Needs Assessment(s) and Focus Groups with other forms of MHSA program evaluation data to identify any unmet needs and issue a report of findings.
- k. CONTRACTOR shall review meeting minutes from relevant MCBH stakeholders committees or groups and provide consultation on use of this information in service delivery and/or program planning.

3. Development of FY 2023/24-25/26 MHSA Three-Year Program and Expenditure Plan (“Three-Year Plan”)

- a. CONTRACTOR shall collect and integrate all program information across all MHSA components into the FY 2023/24-25/26 Three-Year Program Expenditure Plan
- b. In collaboration with MCBH staff, CONTRACTOR shall cross-reference applicable MHSA regulatory requirements and qualitative and quantitative data collected during CPPP activities to identify an unmet needs or necessary changes to be address with program changes.
- c. In collaboration with MCBH staff, CONTRACTOR shall produce the Three-Year Plan, inclusive of appendices and an executive summary in both English and Spanish.

4. Development of FY 2022/23-24/25 MHSA Annual Updates

- a. CONTRACTOR shall collect and analyze all program information across all MHSA components into MHSA Annual Updates for FYs 2022/23, 2023/24, and 2024/25
- b. In collaboration with MCBH staff, CONTRACTOR shall produce MHSA Annual Updates for FYs 2022/23, 2023/24, and 2024/25 in both English and Spanish

Project 4) Community Services and Supports (CSS) Program Evaluation Assessment

CONTRACTOR shall provide a variety of services to support MCBH in accomplishing the following objectives associated with the development, implementation and reporting of MHSA CSS Programs in Monterey County:

1. Enhancement of CSS Program Evaluation and Reporting

- a. CONTRACTOR to review and inventory CSS System Development (SD) and Full System Partnership (FSP) data collection methods and evaluation strategies currently utilized by MCBH.
- b. CONTRACTOR to assess capacities of MCBH staff and technologies, and where feasible, make recommendations for improving data collection, outcome tracking and reporting.
- c. CONTRACTOR shall provide data collection tools in both English and Spanish languages, as needed.
- d. CONTRACTOR shall develop/refine data collection guidelines and conduct trainings with MCBH staff and funded Providers as needed to inform consistent collection of valid, reliable evaluation data based upon lessons learned and any changes in State Regulations.
- e. CONTRACTOR shall provide technical assistance, as needed, to support MCBH staff and providers to adapt new data entry and collection practices.
- f. CONTRACTOR shall create data tables, graphs, and charts of program-level data for CSS funded programs, as requested, to be included in the MHSA Annual Updates.
- g. In collaboration with MCBH, CONTRACTOR shall produce Community Services and Supports Program Updates and Client Demographic Data reports in both English and Spanish for each MHSA Annual Update.
- h. CONTRACTOR shall produce a CSS Program Data Executive Summary Report for public consumption.

Project Deliverables and Timeline

Project	Objective	Deliverable	Deadline / Timeline
<p><u>Project 1)</u> <u>FY 22/23-25/26 Prevention and Early Intervention (PEI) Programs Capacity Building, Evaluation and Report Development</u></p>	<p>1</p>	<p>a. FY21/22 PEI Evaluation Report inclusive of program-level quantitative, qualitative analyses and outcome data</p> <p>b. FY22/23 PEI Evaluation Report inclusive of program-level quantitative, qualitative analyses and outcome data</p> <p>c. FY22/22 to 23/24 Three-Year PEI Evaluation Report inclusive of program-level quantitative, qualitative</p>	<p>a. Draft due 2/1/2023; Final (English & Spanish versions) due 3/15/2023</p> <p>b. Draft due 2/1/2024; Final (English & Spanish versions) due 3/15/2024</p> <p>c. Draft due 2/1/2025; Final (English & Spanish versions) due 3/15/2025</p>

		<p>analyses and outcome data</p> <p>d. FY24/25 PEI Evaluation Report inclusive of program-level quantitative, qualitative analyses and outcome data</p> <p>e. Participation in, and documentation of (inclusive of providing agenda, meeting minutes, high level summary and any supporting materials) liaison calls with MCBH staff</p>	<p>d. Draft due 2/1/2026; Final (English & Spanish versions) due 3/15/2026</p> <p>e. Draft due 2/1/2025; Final (English & Spanish versions) due 3/15/2025</p> <p>f. Continuous / As needed; Anticipated on a monthly basis</p>
	2	<p>a. Documented inventory of program-level data and reports submitted by Providers (to be reviewed with MCBH staff on quarterly basis)</p> <p>b. Training, technical assistance, and site visit tracking log</p> <p>c. Participation in, and documentation of (inclusive of providing agenda, meeting minutes, high level summary and any supporting materials) liaison calls with MCBH staff</p>	<p>a. Due no more than 45 following the end of each quarter.</p> <p>b. Continuous / As needed; Anticipated on a monthly basis</p> <p>c. Continuous / As needed; Anticipated on a monthly basis</p>
<p><u>Project 2) FY 22/23-25/26 Innovation (INN) Program Planning, Evaluation and Report Development</u></p>	1	<p>a. Final Evaluation Report for “INN-01: Micro-Innovation Activities for Increasing Latino Engagement”</p> <p>b. Annual Evaluation Report for “INN-03: Transportation Coaching by Wellness Navigators”</p> <p>c. Final Evaluation Report for “Transportation</p>	<p>a. Final (English and Spanish versions) for final evaluation reports due 8/22 for preceding FY</p> <p>b. Annual Evaluation Reports (English and Spanish) due</p>

		<p>Coaching by Wellness Navigators”</p> <p>d. Annual Evaluation Reports (3) and Final Evaluation Report for Residential Project</p> <p>e. Annual Evaluation Reports (4 or 5) and Final Evaluation Report for PADS Project</p> <p>f. Annual Evaluation Reports (3) and Final Evaluation Report for Rainbow Connections</p> <p>g. Annual Evaluation Reports (3) and Final Evaluation Report for Eating Disorder Outpatient Treatment Plan</p>	<p>3/15 for preceding FY</p>
	2	<p>a. Participation in, and documentation of (inclusive of providing agenda, meeting minutes, high level summary and any supporting materials such as written recommendation) liaison calls with MCBH staff and stakeholders</p>	<p>a. Continuous / As needed; Anticipated on a bi-monthly basis</p>
<p><u>Project 3) FY 2023/24-2025/26 MHSA Three-Year Program and Expenditure Planning and Reporting</u></p>	2	<p>a. Delivery and distribution of Provider and Community Needs Assessment Survey(s)</p> <p>b. Facilitation of Focus Groups</p> <p>c. Summary Report of Findings from items a and b, inclusive of analyses of all collected qualitative and qualitative data, and program recommendations</p> <p>d. Participation in, and documentation of</p>	<p>a. Oct. - Dec. 2022</p> <p>b. Oct. - Dec. 2022</p> <p>c. Final (English and Spanish versions) due 1/30/2023</p> <p>d. Continuous / As needed; Anticipated on a monthly basis</p>

		(inclusive of providing agenda, meeting minutes, high level summary and any supporting materials) liaison calls with MCBH staff and stakeholders	
	3	a. FY23/24-25/26 MHSA Three-Year Program and Expenditure Report	a. Final (English & Spanish versions) due 3/24/2023
	4.	a. FY23/24-25/26 MHSA Annual Updates	a. Final (English & Spanish versions) due 3/24 for preceding FY
<u>Project 4) Community Services and Supports (CSS) Program Evaluation Assessment</u>	1	<ul style="list-style-type: none"> a. Inventory of CSS program data sources and evaluation strategies, with recommendations for enhancement b. CSS Program Data Executive Summary Report c. Participation in, and documentation of (inclusive of providing agenda, meeting minutes, high level summary and any supporting materials) liaison calls with MCBH staff and stakeholders 	<ul style="list-style-type: none"> a. Due by 10/31 for preceding FY b. Final (English & Spanish versions) due by 2/15 for preceding FY c. Continuous / As needed; Anticipated on a monthly basis

II. COUNTY RESPONSIBILITIES

- a. Provide timely access to Provider documentation, contracts/scopes of work, data collection tools, data/reports, contact information and other relevant materials as requested by EVALCORP. Assist with requests to County staff and Providers for program-level PEI data and/or reports as needed.
- b. Provide any new MHSA PEI related documentation or reports pertaining to established goals, objectives, outcomes, or other key elements that could impact evaluation or data collection efforts moving forward.
- c. Provide access to internal Quality Improvement staff, PEI contract monitors, and IT database development staff as needed to work with the EVALCORP team.
- d. Participate in meetings with EVALCORP regarding evaluation and data collection needs, issues, and priorities.

- e. Provide information such as dates, times, and locations for meetings at which EVALCORP should attend either via teleconference or in person.

B. PAYMENT PROVISIONS

I. COMPENSATION/PAYMENT

- A. COUNTY shall pay an amount not to exceed **\$1,474,000** for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work.
- B. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

CONTRACTOR PERSONNEL	HOURLY RATE	HOURLY RATE
	Off-Site	On-Site
Project Director	\$120.00	\$142.20
Project Manager	\$100.00	\$118.50
Data Manager	\$90.00	\$106.65
Research Assistants/M.A. Level	\$65.00	\$77.05

- C. There shall be no travel reimbursement allowed during this Agreement.
- D. CONTRACTOR warrants that the rates charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

II. PAYMENT CONDITIONS

- A. CONTRACTOR shall submit via email an Invoice using Exhibit C – Invoice Form in Excel format with electronic signature(s) along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

- B. COUNTY shall not pay any invoices for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- C. COUNTY shall review and certify CONTRACTOR'S Invoice either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall promptly submit such Invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified Invoice.
- D. If COUNTY certifies payment at a lesser amount than the amount requested, COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the

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

III. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to the CONTRACTOR during the term of this Agreement an amount not to exceed **\$1,474,000** Dollars for services authorized pursuant to this Exhibit A of this Agreement for the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based in accordance with the following terms:
- B. Maximum Liability Amount:

FISCAL YEAR PERIOD	MAXIMUM AMOUNT
July 1, 2022 to June 30, 2023	\$368,500
July 1, 2023 to June 30, 2024	\$368,500
July 1, 2024 to June 30, 2025	\$368,500
July 1, 2025 to June 30, 2026	\$368,500
TOTAL AGREEMENT MAXIMUM	\$1,474,000

EXHIBIT B: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective July 1, 2022 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **EVALCORP** (“Business Associate”) (each a “Party” and collectively the “Parties”).

RECITALS

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

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

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

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

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

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

AGREEMENT

1. DEFINITIONS

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

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

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

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

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

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

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

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

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

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

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

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

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

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

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

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

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate

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

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

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

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

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business

Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

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

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

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

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

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

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

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

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

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

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

3.2 Business Associate Acknowledgment.

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

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

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

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

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

4. TERM AND TERMINATION

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

4.2 Termination. If Covered Entity determines in good faith that Business Associate

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

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

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

5. MISCELLANEOUS

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

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

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

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

If to Business Associate, to:

EVALCORP
Attn: Kristen Donovan, PhD., President & Principal Consultant
15615 Alton Parkway, Suite 450
Irvine, CA 92618
Phone: 949-215-2312
Fax: 949-271-6301
Email: kdonovan#@evalcor.com

If to Covered Entity, to:

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

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

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

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

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

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising

out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

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

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, cost expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability, with limits of not less than \$10,000,000 per claim and in the aggregate. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

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

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

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate

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

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

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

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

BUSINESS ASSOCIATE

COVERED ENTITY

By: _____

DocuSigned by:
By: Kristen Donovan
24CD9FC65C6749C...

Print Name: Elsa Jimenez

Print Name: Kristen Donovan

Print Title: Director of Health

Print Title: President

Date: _____

Date: 5/23/2022 | 6:00 PM PDT

(4817-6588-6700.1 May, 2021)

EXHIBIT C: Invoice Form

Contractor : EVALCORP		Invoice Number : _____
Address Line 1 15614 Alton Parkway, Suite 450	County PO No.: _____	
Address Line 2 Irvine, CA 92618	Invoice Period : _____	
Tel. No.: 949-271-6437		
Fax No.: 949-271-6301		
Contract Term: July 1, 2022 to June 30, 2026	Final Invoice : (Check if Yes) <input type="checkbox"/>	
BH Division : Mental Health Services	BH Control Number: _____	

CONTRACTOR PERSONNEL & TOTAL BILLABLE HOURS	PROJECT DELIVERABLE(S) DURING INVOICE PERIOD	Total Maximum Annual Amount FY 2022-23	Dollar Amount Requested This Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
		\$ 368,500.00			\$368,500.00	100%
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
TOTALS		\$ 368,500.00	\$ -	\$ -	\$368,500.00	

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract approved for services provided under the provision of that contract. Full justification and backup records for those claims are maintained in our office at the address indicated.

Signature: _____
 Title: _____

Date: _____
 Telephone: _____

Send to:	Behavioral Health Administration MCHDBHFinance@comintergov.co.us
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Behavioral Health Authorization for Payment	
Authorized Signatory _____	Date _____