

COUNTY OF MONTEREY MENTAL HEALTH SERVICES AGREEMENT

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter “COUNTY”) and **MARVIN BEHAVIORAL HEALTH, INC.** and **MARVIN BEHAVIORAL HEALTH CA, P.C.** (hereinafter jointly referred to as “CONTRACTOR”).

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide behavioral health services to COUNTY Employees and eligible family members, through licensed therapists, behavioral health services via the Marvin secure digital telehealth platform that includes one-on-one sessions, group sessions, self-service mediation content, and a 24/7 licensed therapy support line at no cost to the COUNTY; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

- A. **Employee**: All County of Monterey employees (approximately 5700) in all departments who will be invited to participate in Marvin Behavioral Health (hereafter referred to as “Marvin”) services.
- B. **Participant**: A County of Monterey employee or eligible family member who engages in Marvin services.
- C. **Provider**: Any individual, including Physicians, PhD’s/PsyD’s and master’s level licensed clinicians who are required by California State Law to have a license in order to perform services on behalf of Marvin. This includes all providers who are or have been employed by, or who renders or has rendered services on behalf of a Marvin.
- D. **Client**: The individual(s) receiving services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the services detailed in Exhibit A, to COUNTY employees and eligible family members, in compliance with the terms of this Agreement. These services can be summarized as follows: behavioral health

services via the Marvin secure digital telehealth platform that includes one-on-one sessions, group sessions, self-service mediation content, and a 24/7 licensed therapy support line.

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS

EXHIBIT B: BUSINESS ASSOCIATE AGREEMENT

IV. TERM AND TERMINATION

- A. Term. This Agreement shall be effective **August 1, 2024** and shall remain in effect until **December 31, 2027**, unless sooner terminated pursuant to the terms of this Agreement.
- B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving a thirty (30)-calendar day advance written notice upon the other party. The notice shall state the effective date of the termination.
- C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
1. CONTRACTOR's failure to meet COUNTY qualification criteria;
 2. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;
 3. CONTRACTOR's performance of this Agreement poses an imminent danger to the health and safety of any individual employee of COUNTY;
 4. CONTRACTOR loses its licensure or certification;
 5. Breach by CONTRACTOR of any confidentiality obligation;
 6. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);
 7. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

8. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;
 9. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or
 10. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.
- D. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:
1. CONTRACTOR shall, pursuant to this Agreement, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment;
 2. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section VII, HIPAA and PHI as described in Exhibit B to this Agreement, indemnification described in Section VIII to this Agreement, professional liability insurance described in Section IX to this Agreement, and in accordance with all applicable laws; and
 3. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY's efforts to engage any other person or entity for the provision of the services set forth in this Agreement or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

V. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

- A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration

of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

- B. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

VI. PATIENT RIGHTS

- A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

VII. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

- A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.
- B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.
- C. CONTRACTOR shall comply with the requirements set forth in Exhibit B: Business Associate Agreement, incorporated by reference as if fully set forth herein.

VIII. 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.

IX. INSURANCE

- A. 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 Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

- B. Qualifying Insurers. All coverage, 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 Contracts/Purchasing Officer.

- C. 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:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform 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.
2. 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 \$1,000,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over \$100,000 or of not less than \$500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is \$100,000 and less.
3. 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.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.
- D. Other Insurance 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 (3) 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 (30) calendar 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 insured 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 Insured with respect to liability arising out of the CONTRACTOR's work, including ongoing and complete 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 Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, 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 (5) 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 at all times 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 Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section IV.

X. NON-DISCRIMINATION

- A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such 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 unlawful discrimination. In addition, CONTRACTOR's facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).
- B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this

Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

- F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR's employees, recipients of services, and members of the public upon request.
- G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.
- I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR's subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XI. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times 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 particular 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, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR's compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR's failure to pay such taxes when due.

XII. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable

law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XIII. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.
- B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, 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. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.
- D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.
- E. 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 professional services required to be rendered under this Agreement.
- F. Construction of Agreement. The parties 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 hereto.
- G. 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.
- H. 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.
- I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

- J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.
- M. Non-exclusive Agreement. This Agreement is non-exclusive and both parties expressly reserve the right to contract with other entities for the same or similar services.
- N. Severability. In the event of changes in law that effect the provisions of this Agreement, the parties agree to amend the affected provisions to conform to the changes in the law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.
- O. 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 insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.
- Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. 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.

XIV. CONSENT TO USE ELECTRONIC SIGNATURES

- A. 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).

- B. The parties of 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.
- C. Executed counterparts of this AGREEMENT may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by email 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.

XV. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Catherine Crusade, Management Analyst III
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901
Phone: (831) 755-5316
Email: CrusadeCM@countyofmonterey.gov

CONTRACTOR

John Bracaglia, Chief Executive Officer
4136 Del Rey Avenue, Suite 626
Marina del Rey, CA 90292
Phone: (610) 937-2023
Email: john@meetmarvin.com

(The remainder of this page is left intentionally blank)

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: _____

Approved as to Form:

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions:

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions:

By: _____
Risk Management

Date: _____

CONTRACTOR

Marvin Behavioral Health, Inc. and
Marvin Behavioral Health CA, P.C.
Contractor's Business Name*

DocuSigned by:
By: John Bracaglia
4722862D7441480
(Signature of Chair, President, or
Vice-President)*

John Bracaglia President
Name and Title

Date: 7/3/2024 | 1:48 PM PDT

DocuSigned by:
By: [Signature]
1C5A114BC81B454
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Aparna Atluru President, Chief medical off
Name and Title

Date: 7/3/2024 | 1:48 PM PDT

County Board of Supervisor's Agreement Number: _____, approved on (date): _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

EXHIBIT A

**To Agreement by and between
the COUNTY OF MONTEREY, hereinafter referred to as “COUNTY”
and
Marvin Behavioral Health, Inc. and Marvin Behavioral Health CA, P.C.,
jointly referred to as “CONTRACTOR”**

SCOPE OF SERVICES/PAYMENT PROVISIONS

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide to County employees services and staff, and otherwise do all things necessary for incidental to the performance of work, as set forth below:

Scope:

CONTRACTOR, through its licensed therapists, shall provide behavioral health services via the Marvin secure digital telehealth platform to County of Monterey employees and their eligible family members, 18 years of age or older, who are included on the employee’s health insurance. Behavioral health services include one-on-one sessions, group sessions, self-service meditation content, and a 24/7 licensed therapy support line.

CONTRACTOR shall provide the County of Monterey with aggregate, de-identified statistics and high-level utilization metrics of participants that do not identify the participants, including measures of burnout, custom metrics (i.e., measures of fulfillment and psychological safety), and overall satisfaction with the Services (“The County of Monterey Metrics”).

CONTRACTOR shall provide the County of Monterey with regular analysis of the underlying drivers of burnout within the work environment, including key operational challenges and other drivers of stress and anxiety. CONTRACTOR shall also provide recommendations for addressing these challenges and support the County of Monterey as necessary.

Employees who are interested in participating in services provided by CONTRACTOR may voluntarily furnish their health insurance information to CONTRACTOR for it to be able to provide the employee an estimated cost for the services that CONTRACTOR could provide to the employee. The estimated cost shall be provided prior to the start of the teletherapy. Participants who choose to have CONTRACTOR bill their insurance will be responsible for applicable coinsurance, co-pays, and deductibles if required by their insurance provider. Participants without insurance, or those who are unable to cover the cost of coinsurance, co-pays, or deductibles, may be eligible to have their out-of-pocket costs covered in accordance with the Marvin Scholarship Program or could be responsible for paying for such ongoing teletherapy services directly to CONTRACTOR.

CONTRACTOR shall offer all employees one introductory session of services at no charge to the County of Monterey or the employees. After receiving the Employee Eligibility File, which will include employees’ names, positions, and county work email addresses, and only with prior authorization from a Human Resources Department representative, CONTRACTOR will send periodic emails to all employees, inviting them to attend informational lunch and learn webinars, providing an overview of Marvin services and inviting webinar participants to schedule an introductory session. The frequency of webinar related emails requires preapproval by a Human Resources Department representative. Employees can request to opt out of Outreach Efforts.

CONTRACTOR's marketing materials require pre-approval by the County Human Resources Department and no more than one marketing brochure/flyer per month shall be sent from CONTRACTOR to employees' email addresses.

Services:

Participants may choose to participate in various service delivery models offered by CONTRACTOR, including individual therapy sessions, group therapy sessions, and 1:1 peer meditation exercises.

Designated Provider Qualifications

Contractor shall represent to the County that each Designated Provider shall at all times during the term of this Agreement: (i) be duly qualified and licensed to practice medical or the applicable counseling specialty in the State of California; (ii) where applicable, hold a current Drug Enforcement Agency narcotic registration certificate; (iii) maintain all required professional credentials and, if applicable, meet all continuing education requirements necessary to retain board certification or eligibility in applicable medical or counseling specialty; (iv) be eligible to be a "Participating Provider" in Medicare, Medicaid, and other Federal CA State healthcare programs; and (v) have the qualifications and skills necessary to perform the Designated Services required under this Agreement.

Individual Sessions

Individual therapy sessions are 60 minutes in length and occur on the Marvin Platform with a recommended cadence of one time per week. Therapists will engage in an initial assessment and develop therapeutic treatment plans for each participant. Therapists will meet with each participant for regular counseling, with session cadence adjusted to the timing of the participant's choice. Therapists will also conduct ongoing assessments of patient progress and adjust treatment plans as necessary.

Group Sessions

Participants may participate in group and mentorship programming with other participants to supplement their therapy experience. This may include group therapy programs oriented around specific topics, 1:1 peer meditation exercises, or other elements that engage participants with one another.

Therapy Exercises

Participants may access online meditations, worksheets, and other self-service exercises within the Marvin mobile application. Exercises and other content are based upon standard therapeutic modalities (CBT, DBT, MBSR, etc.) and are tailored to the needs of healthcare workers.

24/7 Licensed Therapy Support Line

Participants may access a 24/7 licensed therapy support staffed by licensed clinicians. Therapists are trained to support acute crisis scenarios as well as the unique needs of participants.

Countywide and Department Specific Workshops

CONTRACTOR's therapists shall conduct an unlimited number of countywide or department specific virtual workshops per year on various well-being and work-related topics at no charge.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENTS

There shall be no financial responsibility to the COUNTY associated with the services outlined within this agreement.

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective August 1, 2024 (“Effective Date”), is entered into by and among between the County of Monterey, a political subdivision of the State of California, (“Covered Entity”) and Marvin Behavioral Health, Inc. and Marvin Behavioral Health CA, P.C. (jointly “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 (“HIPAA”), 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, 45 C.F.R. Part 160 and Part 164, Subpart 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 requirement.

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

1.1 All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in the Privacy Rule, the Breach Notification Rule, or the Security Rule.

(a) “Breach” shall have the same meaning as “breach” as defined in 45 C.F.R. § 164.402 and shall mean the access, acquisition, Use, or Disclosure of PHI in a manner not permitted under the Privacy Rule that compromises the privacy or security of the PHI; 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 of PHI or Personal Information, 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 the medical identity theft 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 individuals, 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 includes EPHI.**

(d) “Services” shall mean the services for or functions on behalf of Covered Entity performed by Business Associate pursuant to a 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;

(b) Use or Disclose PHI for the purposes authorized by this BAA or as otherwise Required by Law;

(c) 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);

(d) 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);

(e) 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;

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

(g) De-identify any PHI obtained by Business Associate under this BAA in accordance with 45 C.F.R. § 164.514 and Use or Disclose such de-identified information only as required to provide Services pursuant to the a Services Agreement between the Parties, or with the prior written approval of Covered Entity.

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. With regard to its Use and/or Disclosure of PHI, 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 or required 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. 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 a Breach. 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. 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 comply with the requirements of Section 3.1(a)(i) below;

(i) 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) 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, if applicable, the media. Business Associate shall assist with the implementation of any decisions by Covered Entity to notify individuals or potentially impacted individuals;

(b) In consultation with the Covered Entity, Business Associate shall 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. 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 any required notification to affected individuals, appropriate government agencies, and, if necessary the media, 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 year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or Personal Information has or may have been compromised as a result of the Breach;

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

(d) Obtain and maintain a written agreement with each of its Subcontractors that creates, maintains, receives, Uses, transmits or has access to PHI that requires such Subcontractors to adhere to the substantially the same restrictions and conditions with respect to PHI that apply to Business Associate pursuant to this BAA;

(e) 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 the Privacy Rule. In addition, Business Associate shall promptly make available to Covered Entity such books, records, or other information 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;

(f) Document Disclosures of PHI and information related to such Disclosure and, within thirty (30) 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. At a minimum, the Business Associate shall provide the 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 the Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(g) Subject to Section 4.4 below, return to Covered Entity within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(h) 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;

(i) 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 to meet a request by an individual under 45 C.F.R. § 164.524. Business Associate shall notify Covered Entity within ten (10) 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 ten (10) days of its receipt of a request for amendment of PHI from an Individual;

(j) 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;

(k) 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;

(l) Unless prohibited by law, notify the Covered Entity within five (5) days of the Business Associate's receipt of any request or subpoena for PHI. To the extent

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

(m) Maintain policies and procedures materially in accordance with State Confidentiality Laws and industry standards designed to ensure the security and integrity of the Covered Entity's data and protect against threats or hazards to such security.

3.2 Business Associate Acknowledgment.

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

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

(c) Business Associate further acknowledges that uses and disclosures of protected health information 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 at: <http://www.natividad.com/quality-and-safety/patient-privacy>. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with the Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices the Covered Entity may make.

3.3 Responsibilities of Covered Entity. Covered Entity shall, with respect to Business Associate:

(a) Provide Business Associate a copy of Covered Entity's notice of privacy practices ("Notice") currently in use;

(b) Notify Business Associate of any changes to the Notice that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI;

(c) Notify Business Associate of any changes in, or withdrawal of, the consent or authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.506 or § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

(d) Notify Business Associate of any 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 unless terminated as provided in this Section 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; 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 Business Associate's provision of Services to Covered Entity.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return 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 the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall provide Covered Entity with a statement that Business Associate has determined that it is infeasible to return or destroy all or some portion of the PHI in its possession or in possession of its Subcontractors. In such event, Business Associate shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or carry out its legal responsibilities; (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 Section 2 above, which applied prior to termination; and (vi) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 2.1, 4.4, 5.7, 5.8, 5.11, and 5.12 shall survive termination of this BAA until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this BAA, provided that Covered Entity determines that the PHI being retained pursuant to Section 4.4 constitutes a Designated Record Set.

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, the HITECH Act, 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 to the facsimile telephone numbers listed below.

If to Business Associate, to:

Marvin Behavioral Health, Inc.
Attn: John Bracaglia
4136 Del Rey Avenue, Suite 626
Marina del Rey, CA 90292
Phone: (610) 937-2023
Email: john@meetmarvin.com

If to Covered Entity, to:

County of Monterey
Attn: Catherine Crusade
168 W. Alisal St. 3rd Floor
Salinas, CA 93901
Phone: (831) 755-5316
Email: CrusadeCM@countyofmonterey.gov

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

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile 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 the Privacy Rule, the Security Rule, 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 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 related or other agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Service 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, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs and expenses arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. 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.

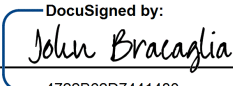
5.11 Legal Actions. Promptly, but no later than five (5) business days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect 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.

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, compliant review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA, the HITECH Act, or the California Confidentiality Laws.

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:  _____
4722B62D7441480...
Print Name John Bracaglia
Print Title President
Date: 7/3/2024 | 1:48 PM PDT

By: _____
Print Name: _____
Print Title: _____
Date: _____



MARVBEH-01

LJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Diederich Insurance Agency, LLC 112 Airway Dr. Marion, IL 62959 | CONTACT NAME: PHONE (A/C, No, Ext): (800) 457-7790 FAX (A/C, No): (877) 922-7900 E-MAIL ADDRESS: info@diederichgroup.com |
| INSURED Marvin Behavioral Health, Inc. 1613 Chelsea Rd. PMB 3257 San Marino, CA 91108 | INSURER(S) AFFORDING COVERAGE INSURER A : TDC Specialty Insurance Co INSURER B : Kinsale INSURER C : INSURER D : INSURER E : INSURER F : |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | MFP-02335-24-01 | 3/11/2024 | 3/11/2025 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Excluded GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | 0100268914-1 | 3/11/2024 | 3/11/2025 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below | | N / A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | PROFESSIONAL | | | MFP-02335-24-01 | 3/11/2024 | 3/11/2025 | PER CLAIM 1,000,000 |
| A | LIABILITY | | | MFP-02335-24-01 | 3/11/2024 | 3/11/2025 | AGGREGATE 3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional & General Liability - Claims Made Policy: Retroactive Date 03/11/2021

ADDITIONAL INSUREDS: Marvin Behavioral Health MA PC; Marvin Behavioral Health CA PC; Marvin Behavioral Health MI, PC;

Marvin Behavioral Health WI; PC; Marvin Behavioral Health NJ, PC;Aparna Atluru Medicine PC

The County of Monterey, Its Officers, Agents and Employees

TECHNOLOGY COVERAGE \$1,000,000/\$3,000,000

CYBER (INFORMATION SECURITY/PRIVACY BREACH) \$1,000,000/\$1,000,000 LIMITS

\$15,000 Deductible Applies Per Claim

CERTIFICATE HOLDER

CANCELLATION

The County of Monterey CA
168 W Alisal St
1st Floor
PO Box 1728
Salinas, CA 93902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



TDC National Assurance Company
TDCGROUP

Underwritten by: TDC National Assurance Company
5885 Meadows Road, Suite 300
Lake Oswego, OR 97035
Servicing Address: 29 Mill Street
Unionville, CT 06085

ENDORSEMENT NO. 3
ADDITIONAL INSURED ENDORSEMENT – PRIMARY AND NONCONTRIBUTORY
(INSURING AGREEMENT (B) ONLY)

This Endorsement, effective at 12:01 a.m. on 03/11/2024, forms part of

Policy Number: MFP-02335-24-01
Issued to: Marvin Behavioral Health, Inc.
Issued by: TDC National Assurance Company

In consideration of the premium charged:

- (1) Solely for the purposes of the coverage afforded under INSURING AGREEMENT (B) of this Policy, the term “**insured**,” as defined in Section II DEFINITIONS of this Policy, is amended to include the entity(ies) (including its employees) or person(s) scheduled below with whom/which **you** have a written agreement to provide such entity(ies) or person(s) additional insured status under this Policy (each, a “Scheduled Additional Insured”), but solely with respect to any liability imposed or sought to be imposed on such Scheduled Additional Insured as a result of an act, error or omission of an original **insured** committed or allegedly committed subsequent to the execution of such agreement and during that period of time when **you** have agreed to provide the Scheduled Additional Insured with such status under this Policy.
- (2) No coverage will be available under this Policy for that portion of **damages** or **defense costs** for any **claim** against a Scheduled Additional Insured based solely upon the actual or alleged acts, errors or omissions of, or the actual or alleged independent or direct liability of, a Scheduled Additional Insured.
- (3) With respect to any **claim** against a Scheduled Additional Insured based upon both the acts, errors or omissions of the original **insured** and the acts, errors or omissions of a Scheduled Additional Insured, **we** will pay:
 - (a) **defense costs** incurred by such Scheduled Additional Insured in connection with such **claim**; and
 - (b) **damages** such Scheduled Additional Insured is legally obligated to pay as a result of the acts, errors or omissions of the original **insured**,subject in all events to all other terms, conditions and exclusions of this Policy. No coverage will be available under this Policy for any **damages** such Scheduled Additional Insured is obligated to pay as a result of its own acts, errors or omissions.
- (4) Solely with respect to **defense costs** resulting from any covered **claim** against a Scheduled Additional Insured who is insured under any other policy of insurance issued directly to such Scheduled Additional Insured and that applies to such **defense costs**, it is understood and agreed that the coverage afforded under this Policy shall be primary to, and will not seek contribution from, such other insurance; provided, that:
 - (a) the written agreement between **you** and the Scheduled Additional Insured under which **you** agreed to provide such Scheduled Additional Insured with additional insured status under this Policy requires that this Policy be primary to, and not seek contribution from, any other insurance issued directly to such Scheduled Additional Insured; and

- (b) the amount, extent and scope of coverage available under this Policy to such Scheduled Additional Insured will be no greater than the amount, extent and scope of indemnification available to such Scheduled Additional Insured as agreed to by **you** in such agreement.
- (5) Section IV GENERAL CONDITIONS (L) of this Policy shall be deemed amended to the extent necessary to effect the purpose and intent of this endorsement.
- (6) It is understood and agreed that the Scheduled Additional Insured(s) shall share in the applicable Limits of Liability set forth in ITEM 4.B. of the Declarations.

SCHEDULE

Scheduled Additional Insured(s):

The County of Monterey, Its Officers, Agents and Employees

Additional Premium charged for this endorsement: Included

All other terms, conditions and limitations of this Policy shall remain unchanged.

POLICY INFORMATION PAGE ENDORSEMENT

Insured: Marvin Behavioral Health Inc Policy No: TWC4407468
Policy Period: 4/1/2024 to 4/1/2025 Endorsement No: 1
Carrier Name: Technology Insurance Company, Inc. Endmt Effective: 4/1/2024

Authorized Rep: 

The following item(s)

- ☐ Insured's Name (WC 89 06 01)
☐ Policy Number (WC 89 06 02)
☐ Effective Date (WC 89 06 03)
☐ Expiration Date (WC 89 06 04)
☐ Insured's Mailing Address (WC 89 06 05)
☐ Experience Modification (WC 89 04 06)
☐ Producer's Name (WC 89 06 07)
☒ Change in Workplace of Insured (WC 89 06 08)
☐ Insured's Legal Status (WC 89 06 10)
☒ Item 3.A. States (WC 89 06 11)
- ☐ Item 3.B. Limits (WC 89 06 12)
☐ Item 3.C. States (WC 89 06 13)
☒ Item 3.D. Endorsement Numbers (WC 89 06 14)
☒ Item 4.* Class, Rate, Other (WC 89 04 15)
☐ Interim Adjustment of Premium (WC 89 04 16)
☐ Carrier Servicing Office (WC 89 06 17)
☐ Interstate/Intrastate Risk ID Number (WC 89 06 18)
☐ Carrier Number (WC 89 06 19)
☐ Issuing Agency/Producer Office Address (WC 89 06 25)

is changed to read:

State of Illinois and all mandatory forms are added to the policy.
6431 W Fullerton Ave. 1
Chicago, IL 60639
Class code 8832 - \$115,000

Technology Insurance Company, Inc.

A Stock Insurance Company

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 01 E
1 of 4
INFORMATION PAGE

Ncci Code: 39071

1. Insured:

Marvin Behavioral Health Inc
1613 Chelsea Rd PMB 3257
San Marino, CA 91108

Other workplaces not shown above:

See Extension of Information Page

Producer:

AP Intego Insurance Group, LLC - NY
1601 Trapelo Rd.
Waltham, MA 02451

Policy Number: TWC4407468

☐ Individual ☐ Partnership

☒ Corporation or

Federal Tax ID: 861587014

Risk Id:

Renewal of: TWC4237071

2. The policy period is from 4/1/2024 to 4/1/2025 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Arizona, California, Florida, Illinois, Massachusetts, New York, Oregon, Pennsylvania, Texas

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.
The limits of our liability under Part Two are:

| State | Bodily Injury by Accident | Bodily Injury by Disease | Bodily Injury by Disease |
|-------|---------------------------|--------------------------|---------------------------|
| | \$1,000,000 each accident | \$1,000,000 policy limit | \$1,000,000 each employee |

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:

All states except ND, OH, WA, WY and State(s) Designated in Item 3.A

D. This policy includes these endorsements and schedules: See Extension of Information Page