

## **EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS**

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**County of Monterey Standard Agreement  
between  
Monterey County Health Department  
Behavioral Health Bureau  
and  
The Data Center, LLC**

This Exhibit A shall be incorporated by reference as part of the Standard Agreement governing work to be performed under the above referenced Agreement, the nature of the working relationship between the COUNTY and the CONTRACTOR, and specific obligations of the CONTRACTOR.

### **I. PURPOSE**

**II. PERIOD OF PERFORMANCE:** Subject to other Agreement provisions, the period of performance under this Agreement shall be from September 1, 2024 to June 30, 2027.

### **III. SCOPE OF WORK**

#### **A. PROGRAM GOALS AND OBJECTIVES:**

- a. Goals
- b. Objectives

### **IV. DESIGNATED CONTRACT MONITOR**

### **V. PAYMENT PROVISIONS**

#### **A. COMPENSATION/PAYMENT**

COUNTY shall pay an amount not to exceed \$15,000 for the performance of all things necessary for, or incidental to, the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

- B.** There shall be no travel reimbursement allowed during this Agreement.
- C.** To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the Monterey County's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30<sup>th</sup>) day of the month following the month of service.

- D. CONTRACTOR shall submit via email a monthly claim 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@countyofmonterey.gov](mailto:MCHDBHFinance@countyofmonterey.gov)

**VI. CONTRACTORS BILLING PROCEDURES**

- A. The COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.
- B. COUNTY shall review and certify CONTRACTOR's claim 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.
- C. 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.

**VII. MAXIMUM OBLIGATION OF COUNTY**

- A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount not to exceed for services rendered under this Agreement for the period of September 1, 2024 to June 30, 2027.

- B. Maximum Liability Amount:

TERM	AMOUNT
September 1, 2024 to June 30, 2027	\$15,000
MAXIMUM COUNTY OBLIGATION	\$15,000