

**AMENDMENT NO. 2
TO STANDARD AGREEMENT A-13951
BETWEEN COUNTY OF MONTEREY AND
MATTHEW R. MOCK, PH.D., CONSULTANT**

This **AMENDMENT NO. 2** to the County of Monterey Standard Agreement A-13951, hereinafter "AGREEMENT" is entered by and between Matthew R. Mock, Ph.D., Consultant, hereinafter referred to as "CONTRACTOR," and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, the COUNTY entered into an AGREEMENT with CONTRACTOR in the amount of \$22,000 for the term from June 1, 2018 to May 31, 2019 for Cultural Competence training and consultation services to the Monterey County Health Department Behavioral Health Bureau; and

WHEREAS, the COUNTY entered into AMENDMENT NO. 1 to AGREEMENT to revise Section 2.0 Payment Provisions, Section 3.0 Term of Agreement, EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS to add \$7,000 for Cultural Competence training and consultation services, and revise EXHIBIT C: BEHAVIORAL HEALTH INVOICE FORM, accordingly, for a revised total AGREEMENT amount of \$29,000 for the term from June 1, 2018 to June 30, 2020; and

WHEREAS, the COUNTY and CONTRACTOR hereby wish to amend the AGREEMENT to revise Section 2.0 Payment Provisions, Section 3.0 Term of Agreement, EXHIBIT A-1: SCOPE OF SERVICES/PAYMENT PROVISIONS to add \$52,000 for Cultural Competence training and consultation services, revise EXHIBIT B: STANDARD AGREEMENT – INSURANCE MODIFICATION and EXHIBIT C-1: BEHAVIORAL HEALTH INVOICE FORM, accordingly, and add EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT, for a revised total AGREEMENT amount not to exceed \$81,000 for the term from June 1, 2018 to June 30, 2021.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend AGREEMENT in the following manner:

1. Section 2.01 PAYMENT PROVISIONS shall be amended by removing "*The total amount payable by the County to CONTRACTOR under this Agreement is not to exceed the sum of \$29,000*" and replacing it with "*The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$81,000.*"
2. Section 3.01 TERM OF AGREEMENT shall be amended by removing "*The term of this Agreement is from June 1, 2018 to **June 30, 2020**, unless sooner terminated pursuant to the terms of this Agreement*" and replacing it with "*The term of this Agreement is from June 1, 2018 to **June 30, 2021**, unless sooner terminated pursuant to the terms of this Agreement.*"

3. EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS replaces EXHIBITS A-1 and A. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-2 as attached to this AMENDMENT NO. 2 and incorporated herein.
4. EXHIBIT B-1: STANDARD AGREEMENT – INSURANCE MODIFICATION replaces EXHIBIT B. All references in the AGREEMENT to EXHIBIT B shall be construed to refer to EXHIBIT B-1 as attached to this AMENDMENT NO. 2 and incorporated herein.
5. EXHIBIT C-2: BEHAVIORAL HEALTH INVOICE FORM replaces EXHIBITS C-1 and C. All references in the AGREEMENT to EXHIBIT C shall be construed to refer to EXHIBIT C-2 as attached to this AMENDMENT NO. 2 and incorporated herein.
6. EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT shall be added to the AGREEMENT as attached to this AMENDMENT NO. 2 and incorporated herein.
7. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
8. This AMENDMENT NO. 2 shall be effective March 23, 2020.
9. A copy of this AMENDMENT shall be attached to the original AGREEMENT A-13951 executed by the COUNTY on June 25, 2018.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 2 to the AGREEMENT A-13951 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer
Date: _____
By: _____
Department Head (if applicable)
Date: _____
By: _____
Board of Supervisors (if applicable)
Date: _____
Approved as to Form ¹

By: *Maurin Pantale*
Dep. County Counsel
Date: 2/14/2020

Approved as to Fiscal Provisions²
By: *B. Masa*
Auditor/Controller
Date: 2/14/2020

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

MATTHEW R. MOCK, Ph.D.,
Consultant
Matthew R. Mock, Ph.D.
Contractor's Business Name*
By: *Matthew R. Mock, Ph.D.*
(Signature of Chair, President, or Vice-President)*
MATTHEW R. MOCK, CONSULTANT
Name and Title
Date: February 5, 2020

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Name and Title
Date: _____

County Board of Supervisors' Agreement Number: A-13951
*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.

Matthew R. Mock, Ph.D., Consultant
Amendment No. 2 to Standard Agreement A-13951
June 1, 2018 through June 30, 2021

EXHIBIT A-2: SCOPE OF SERVICES/PAYMENT PROVISIONS

**County of Monterey Standard Agreement
between
County of Monterey
Health Department Behavioral Health Bureau and
Matthew R. Mock, Ph.D., Consultant**

Exhibit A-2 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: To support the development of a culturally competent County of Monterey Behavioral Health Bureau (MCBH) workforce through trainings and consultation, on dates to be scheduled as requested by COUNTY, to Monterey County Health Department Behavioral Health Bureau staff and its Contractors.

II. PERIOD OF PERFORMANCE: Subject to other AGREEMENT provisions, the period of performance under this AGREEMENT will be from **June 1, 2018 to June 30, 2021.**

III. SCOPE OF WORK

A. PROGRAM GOALS AND OBJECTIVES: The CONTRACTOR shall provide a series of trainings and be available for consultation to support the ability of MCBH staff members to provide culturally competent services to the community and other County employees. CONTRACTOR's work includes the State of California focus of 1) Cultural Competence and Cultural Humility as well as 2) Culturally and Linguistically Appropriate Services (CLAS) Standards (Federal Office of Minority Health). Cultural competency includes the support of diversity, equity and inclusion. Cultural competency goes beyond the study of the values, beliefs and traditions of different populations (e.g., ethnic, race, gender, age) to also include taking an approach of cultural humility, sensitivity and curiosity toward others and their life experiences.

B. CONTRACTOR shall provide training services, and otherwise do all things necessary for, or incidental to, the performance of work, in that training shall enable participants, as set forth below, to:

1. Explain how cultural competence is not just "the right thing to do," but leads to more positive outcomes for all groups of individuals.
2. Identify examples of how racism, oppression, cultural conflict, prejudice, biases, and wrong assumptions can create divisions.
3. Listen actively and respectfully to values, beliefs, traditions and experiences different from their own.
4. Identify biases they hold toward groups different than their own.

5. Develop strategies to support diversity, equity and inclusion in the programs they work in.

IV. DESIGNATED CONTRACT MONITOR:

Jill Walker, Ph.D., Training Manager
 Behavioral Health Services Manager II
 Monterey County Health Department Behavioral Health Bureau
 1270 Natividad Road, Salinas CA 93906
 (831) 796-1271

V. PAYMENT PROVISIONS

A. COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **\$81,000** 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:

DESCRIPTION OF SERVICES	ALL-INCLUSIVE RATE OF SERVICE	CONTRACT AMOUNT
Cultural Competency Training Up to ten (10) full-days for period of 6/1/2018 to 2/29/2020 Full-Day = 6 – 8 hours of training Half Day = 3 – 4 hours of training	\$2,500 \$1,500	\$25,000
Cultural Competency Training Up to twenty (20) full-days for period of 3/23/2020 to 6/30/2021 Full-Day = 6 – 8 hours of training Half Day = 3 – 4 hours of training <i>Training dates to be determined.</i>	\$2,500 \$1,500	\$50,000
Cultural Competency Consultation Up to thirty (30) hours Unit = 1 hour <i>Consultation dates to be determined.</i>	\$200	\$6,000
Total Maximum County Obligation		\$81,000

- B.** To provide continual support of the development of a culturally competent MCBH workforce, the CONTRACTOR shall provide up to ten (10) additional training courses in Agency Wide Cultural Competence with the focus in “Foundations in Cultural Competence: Diversity, Equity, Inclusion & Humility” and up to ten (10) additional Cultural Formulation courses with the focus in “Cultural Complexities in Engagement, Assessment & Diagnosis” to remaining MCBH staff who have not participated in prior “Cultural Competence” training courses. MCBH Contractors shall also participate in the Cultural Formulation courses.

- C. There shall be no travel reimbursement allowed during this Agreement.
- D. To receive any payment under this Agreement, CONTRACTOR shall submit reports and invoices in such form as may be required by the County of Monterey's Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its invoice on Exhibit C-2 – Invoice Form to COUNTY to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service.
- E. CONTRACTOR shall submit via email a claim using Exhibit C-2 – 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

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 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.
- 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 **\$81,000** for services rendered under this Agreement for the period of **June 1, 2018 to June 30, 2021**.

B. Maximum Liability Amount:

TERM	AMOUNT
June 1, 2018 to June 30, 2021	\$81,000
MAXIMUM COUNTY OBLIGATION	\$81,000

EXHIBIT B-1: STANDARD AGREEMENT –INSURANCE MODIFICATION

**Monterey County Standard Agreement
Between
County of Monterey
And
Matthew R. Mock, PhD., Consultant**

1. Section 9.0 INSURANCE REQUIREMENTS:

Section 9.04 Other Requirements:

COUNTY agrees to modify the Other 'Insurance' Requirements for the CONTRACTOR by modifying Section 9.04 Other Requirements of the COUNTY Standard Agreement for this Agreement as follows:

a. Commercial General Liability Insurance Endorsement Exemption

The CONTRACTOR has provided proof of Commercial General Liability and additional insured endorsement, however, cannot provide the County's required primary and non-contributory endorsements.

The COUNTY agrees to exempt the CONTRACTOR from the Commercial General Liability Insurance Endorsement requirement, provided that the CONTRACTOR maintain the current General Liability insurance coverage at the minimum limits as required by the COUNTY during the term of this Agreement.

b. Business Automobile Liability Insurance Endorsement Exemption

The CONTRACTOR has provided proof of Personal Automobile Liability, however, cannot provide the County's required additional insured and primary and non-contributory endorsements.

The COUNTY agrees to exempt the CONTRACTOR from the Business Automobile Liability Insurance Endorsement requirement, provided that the CONTRACTOR maintain the current Personal Automobile Liability insurance coverage at the minimum limits as required by the COUNTY during the term of this Agreement.

The CONTRACTOR acknowledges that he will not provide transportation for clients or staff of the COUNTY while performing the services described in this Agreement.

The above exemptions allow the CONTRACTOR to provide up to eight (8) full-day trainings off or on County of Monterey property. In addition, the exemptions allow the COUNTY to retain specialized services from this experienced CONTRACTOR and stay within COUNTY budgetary constraints.

c. Professional Liability Insurance Endorsement Exemption

The CONTRACTOR has provided proof of Professional Liability and additional insured endorsement, however the endorsement limits coverage to damages only arising out of a

EXHIBIT B-1: STANDARD AGREEMENT –INSURANCE MODIFICATION

professional incident and does not include related defense attorneys' fees and costs.

The COUNTY agrees to exempt the CONTRACTOR from obtaining insurance coverage for related malpractice defense fees and costs. CONTRACTOR acknowledges that he will not provide direct services to clients nor direct COUNTY staff regarding any specific patient treatment.

2. Except as provided herein, all other terms and conditions of the Standard Agreement with Matthew Mock, PhD., Consultant, shall remain in full force and effect.

EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **March 23, 2020** (“Effective Date”), is entered into by and among the County of Monterey, a political subdivision of the State of California, on behalf of the Health Department (“Covered Entity”) and **Matthew R. Mock, PH.D., Consultant** (“Business Associate”) (each a “Party” and collectively the “Parties”).

Business Associate provides certain services for Covered Entity (“Services”) that involve the use and disclosure of Protected Health Information that is created or received by Business Associate from or on behalf of Covered Entity (“PHI”). The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E as amended from time to time (the “Privacy Rule”), and with the Security Standards, 45 C.F.R. Part 160 and Part 164, Subpart C as amended from time to time (the “Security Rule”), under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act and its implementing regulations (“HITECH”). Business Associate acknowledges that, pursuant to HITECH, 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), 164.316 (policies and procedures and documentation requirements) and 164.502 et. seq. apply to Business Associate in the same manner that such sections apply to Covered Entity. The additional requirements of Title XIII of HITECH contained in Public Law 111-005 that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate. The Parties are also committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq. (“CMIA”), where applicable. Business Associate acknowledges that the CMIA prohibits Business Associate from further disclosing the PHI it receives from Covered Entity where such disclosure would be violated of the CMIA. 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”). This Agreement sets forth the terms and conditions pursuant to which PHI, and, when applicable, Electronic Protected Health Information (“E PHI”), shall be handled. The Parties further acknowledge that state statutes or other laws or precedents may impose data breach notification or information security obligations, and it is their further intention that each shall comply with such laws as well as HITECH and HIPAA in the collection, handling, storage, and disclosure of personal data of patients or other personal identifying information exchanged or stored in connection with their relationship.

The Parties agree as follows:

1. **DEFINITIONS**

All capitalized terms used in this Agreement but not otherwise defined shall have the meaning set forth in the Privacy Rule, Security Rule and HITECH.

2. **PERMITTED USES AND DISCLOSURES OF PHI**

2.1 Unless otherwise limited herein, Business Associate may:

(a) use or disclose PHI to perform functions, activities or Services for, or on behalf of, Covered Entity as requested by Covered Entity from time to time, provided that such use or disclosure would not violate the Privacy or Security Rules or the standards for Business Associate Agreements set forth in 45 C.F.R. § 164.504(e), exceed the minimum necessary to accomplish the intended purpose of such use or disclosure, violate the additional requirements of HITECH contained in Public Law 111-005 that relate to privacy and security, or violate the CMIA;

(b) disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents; (ii) as directed by this Agreement; or (iii) as otherwise permitted by the terms of this Agreement;

(c) use PHI in its possession to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(d) use PHI in its possession for 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 the PHI in its possession to third parties for the proper management and administration of Business Associate to the extent and in the manner 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 persons to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which 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);

(g) de-identify any PHI obtained by Business Associate under this Agreement for further use or disclosure only to the extent such de-identification is pursuant to this Agreement, and use such de-identified data in accordance with 45 C.F.R. § 164.502(d)(1).

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) use and/or disclose the PHI only as permitted or required by this Agreement or as otherwise Required by Law;

(b) report to the privacy officer of Covered Entity, in writing, (i) any use and/or disclosure of the PHI that is not permitted or required by this Agreement of which Business Associate becomes aware, and (ii) any Breach of unsecured PHI as specified by HITECH, within two (2) days of Business Associate's determination of the occurrence of such unauthorized use and/or disclosure. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure. The notification of any Breach of unsecured PHI shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the Breach.

(c) use commercially reasonable safeguards to maintain the security of the PHI and to prevent use and/or disclosure of such PHI other than as provided herein;

(d) obtain and maintain an agreement with all of its subcontractors and agents that receive, use, or have access to, PHI pursuant to which agreement such subcontractors and agents agree to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate pursuant to this Agreement;

(e) make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the use and/or disclosure of PHI to the Secretary for purposes of determining Covered Entity or Business Associate's compliance with the Privacy Rule;

(f) document disclosures of PHI and information related to such disclosure and, within ten (10) 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, as well as provide an accounting of disclosures, as required by HITECH, directly to an individual provided that the individual has made a request directly to Business Associate for such an accounting. 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 two (2) 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 twenty-one (21) days of the termination of this Agreement, the PHI in its possession and retain no copies, including backup copies;

(h) disclose to its subcontractors, agents 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 in a Designated Record Set to Covered Entity or, as directed by Covered Entity, the individual to whom such PHI relates or his or her authorized representative to meet a request by such individual under 45 C.F.R. § 164.524; 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;

(j) 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) 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;

(l) maintain a formal security program materially in accordance with all applicable data security and privacy 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

The 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.

3.2 Additional Responsibilities of Business Associate with Respect to EPHI. In the event that Business Associate has access to EPHI, in addition to the other requirements set forth in this Agreement relating to PHI, Business Associate shall:

(a) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity as required by 45 C.F.R. Part 164, Subpart C;

(b) ensure that any subcontractor or agent to whom Business Associate provides any EPHI agrees in writing to implement reasonable and appropriate safeguards to protect such EPHI; and

(c) report to the privacy officer of Covered Entity, in writing, any Security Incident involving EPHI of which Business Associate becomes aware within two (2) days of Business Associate's discovery of such Security Incident. For purposes of this Section, a Security Incident shall mean (consistent with the definition set forth at 45 C.F.R. § 164.304), the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. In such event, the Business Associate shall, in consultation with the Covered Entity, mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper use or disclosure.

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 limitations in the Notice pursuant to 45 C.F.R. § 164.520, to the extent that such limitations may affect Business Associate's use or disclosure of PHI;

(c) 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;

(d) 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

(e) notify Business Associate, in writing and in a timely manner, 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. TERMS AND TERMINATION

4.1 Term. This Agreement shall become effective on the Effective Date and shall continue in effect unless terminated as provided in this Article 4. Certain provisions and requirements of this Agreement shall survive its expiration or other termination as set forth in Section 5.1 herein.

4.2 Termination. Either Covered Entity or Business Associate may terminate this Agreement and any related agreements if the terminating Party determines in good faith that the terminated Party has breached a material term of this Agreement; provided, however, that no Party may terminate this Agreement if the breaching Party cures such breach to the reasonable satisfaction of the terminating Party within thirty (30) days after the breaching Party's receipt of written notice of such breach.

4.3 Automatic Termination. This Agreement 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 Agreement for any reason, Business Associate shall return all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I) if, and to the extent that, it is feasible to do so. Prior to doing so, Business Associate shall recover any PHI in the possession of its subcontractors or agents. 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 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 or agents. Business Associate shall extend any and all protections, limitations and restrictions contained in this Agreement to any PHI retained after the termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed.

5. MISCELLANEOUS

5.1 Survival. The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.4, 5.1, 5.6, and 5.7, and Section 2.1 (solely with respect to PHI that Business Associate retains in accordance with Section 4.4 because it is not feasible to return or destroy such PHI), shall survive termination of this Agreement until such time as the PHI is returned to Covered Entity or destroyed. In addition, Section 3.1(i) shall survive termination of this Agreement, 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 Agreement 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 the HIPAA, HITECH or Red Flag Rules is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this Agreement to give effect to the revised obligations. Further, no provision of this Agreement 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 Agreement 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:

Matthew R. Mock, Ph.D., Consultant
2714 Telegraph Avenue #3
Berkeley, CA 94705
Tel: 510-734-1806
Fax: None
Email: drmmock@comcast.net

If to Covered Entity, to:

Monterey County Health Department Behavioral Health Bureau
1270 Natividad Road, Salinas, CA 93906
Attn: Elsa Jimenez, Director of Health
Tel: (831) 755-4509
Fax: (831) 755-4980

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 Agreement 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 Choice of Law; Interpretation. This Agreement shall be governed by the laws of the State of California; as provided, however, that any ambiguities in this Agreement shall be resolved in a manner that allows Business Associate to comply with the Privacy Rule, and, if applicable, the Security Rule and the CMIA.

5.7 Indemnification. Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter County), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of PHI in a manner not permitted by this BAA, arising out of, or in connection with, performance of this BAA by Contractor and/or its agents, members, employees, or sub-contractors, 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 this BAA to provide the broadest possible indemnification for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Contractor is obligated to indemnify, defend, and hold harmless the County under this BAA. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the Covered Entity and the Business Associate.

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

**COUNTY OF MONTEREY, ON BEHALF OF
THE HEALTH DEPARTMENT**

MATTHEW R. MOCK, PH.D., Consultant

By: _____

Print Name: Elsa M. Jimenez

Print Title: Director of Health

Date: _____

By:  _____

Print Name: MATTHEW R. MOCK, PH.D.

Print Title: CONSULTANT

Date: FEBRUARY 5, 2020