

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: University Corporation at Monterey Bay, (hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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

Provide:

CONTRACTOR shall operate the Chinatown Health Engagement Center (CHE) to provide medical, mental health, and ancillary health assessment and treatment, in collaboration with County's Whole Person Care and Targeted Case Management programs.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$99,678.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from January 01, 2021 to February 28, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: Exhibit A: Program Plan Exhibit B: Payment and Billing Provisions
Exhibit C: Budget and Max. Obligations Exhibit D: Cost Reimbursement
Addendum No. 1

University Corporation at Monterey Bay
Not to Exceed \$99,678.00

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

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9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

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

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

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

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

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 County Records: When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 Access to and Audit of Records: The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 Royalties and Inventions: ~~County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.~~

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11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Patricia Zerounian, MPP MA III, WPC Project Manager	Kai Martinez, LCSW, PhD Chinatown Wellness Center Program P.I.
Name and Title	Name and Title
1270 Natividad Road, Salinas CA 93906	100 Campus Center - Valley Hall B-104 Seaside, CA 93955
Address	Address
831-755-4583 Zerounianp@co.monterey.ca.us	831-582-5317 kaimartinez1@csumb.edu
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

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

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **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.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

By: COUNTY OF MONTEREY
Debra Wilson, Contracts/Purchasing Supervisor
Date: 1/4/2021 | 1:19 PM PST

By: Contracts/Purchasing Officer
Date: 1/5/2021 | 8:37 AM PST

By: Board of Supervisors (if applicable)
Date:

Approved as to Form:
By: Stacy Saetta, Deputy County Counsel
Date: 12/29/2020 | 9:06 AM PST

Approved as to Fiscal Provisions:
By: Gary Giboney, Chief Deputy Auditor-Controller
Date: 12/29/2020 | 9:08 AM PST

Approved as to Liability Provisions:
By: Risk Management
Date:

CONTRACTOR

University Corporation at Monterey Bay

By: Contractor's Business Name*
Christine Limesand
Date: 12/22/2020 | 4:02 PM PST

By: Kevin Saunders
Date: 12/22/2020 | 4:26 PM PST

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

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

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

ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND UNIVERSITY CORPORATION AT MONTEREY BAY

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and **UNIVERSITY CORPORATION AT MONTEREY BAY** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 15.17 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 8.0 of the Agreement shall be deleted and restated in its entirety to read as follows:

8.0 INDEMNIFICATION:

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 or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

INDEMNIFICATION, County shall indemnify, defend, and hold harmless University Corporation at Monterey Bay (hereinafter "Contractor"), its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by County and/or its agents, employees, or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Contractor. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Contractor. The County shall reimburse the Contractor for all costs, attorney's fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Contractor under this Agreement.

2. Section 10.5 Royalties and Inventions shall be deleted and restated in its entirety to read as follows:

10.5 Royalties and Inventions:

County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement.

CSUMB students participating in the CHE may prepare and publish written summaries of their accomplishments and self-evaluations of their work ("CSUMB Student Material"). CSUMB Student Material shall include the following statement: "Any options, findings, and conclusions or recommendations expressed in this [CSUMB Student Material] are those of the author and do not necessarily reflect the views of the County of Monterey."

3. ADDITIONAL SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the authority as follows:

CONTRACTOR – University Corporation at Monterey Bay

Approved:

DocuSigned by:

By: Christine Limesand

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(Signature of Chair, President, or Vice-President)

Christine Limesand Assistant Director, Sponsored Programs Office

Name and Title

Date: 12/22/2020 | 4:02 PM PST

Approved:

DocuSigned by:

By: Kevin Saunders

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(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Kevin Saunders CFO

Name and Title

Date: 12/22/2020 | 4:26 PM PST

COUNTY OF MONTEREY

Approved as to Form:

By: _____

Deputy County Counsel

Date: _____

Approved:

DocuSigned by:

By: Gary Giboney

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Auditor/Controller

Date: 12/29/2020 | 9:08 AM PST

Approved:

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By: [Signature] 1/5/2021 | 8:37 AM PST

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Director of Health

Exhibit A: Scope of Services/Payment Provisions

1. Program Name: Chinatown Health and Engagement Center

2. Program Description:

Address of Delivery Sites: 22 Soledad Street, Salinas, CA 93901

Program Schedule: Monday through Friday, 8:00 a.m. to 5:00 p.m.

Limitation of Service: Monterey County residents who are homeless, including those enrolled in Whole Person Care.

The University Corporation at Monterey Bay (CONTRACTOR) exists to enhance the educational program of California State University, Monterey Bay (CSUMB) by directly serving students, faculty, and staff and providing services to the public. The CONTRACTOR is a 501(c)(3) status nonprofit corporation that is a fully integrated part of the California State University, Monterey Bay campus with grant revenues of approximately \$15 million annually. The CONTRACTOR complies with federal regulations as stated in 2 CFR 200 and undergoes an annual federal audit as required in subpart F.

The Chinatown Health and Engagement Center (CHE), located at 22 Soledad Street in Salinas, California, is an academic program of CSUMB and a community engagement activity of the CONTRACTOR. The CHE exists to alleviate homelessness by providing unsheltered people with direct services including outreach, medical and mental health assessment and treatment, education, and links to social and housing services. The CHE additionally provides a rich learning environment for CSUMB's Master of Social Work (MSW) and Department of Nursing students.

This Agreement grants County of Monterey Whole Person Care (WPC) Pilot Program extended funding to operate CHE. The WPC Pilot Program is authorized under California's Medi-Cal 2020 waiver to test locally-based initiatives that will coordinate physical health, behavioral health, and social services for vulnerable Medi-Cal beneficiaries who are high users of multiple systems and continue to have or are at risk of poor health outcomes. The WPC Pilot Project is in effect through December 31, 2021. The WPC focus population includes high cost, high utilizers of hospital emergency department and inpatient services who are exclusively homeless/chronically homeless Medi-Cal recipients or Medi-Cal-eligible persons with no medical health home (including those released from jail) and having two or more of the following characteristics:

- diagnosed mental illness,
- diagnosed substance use disorder,
- two or more mental health unit admissions in the prior twelve months,
- two or more chronic health diagnoses,
- two or more emergency department visits within the prior twelve months,
- one or more hospital admissions within the prior twelve months, or
- two or more significant medications prescribed.

The CHE will serve the WPC focus population as described above. Recipients of CHE services include WPC-enrolled and potential WPC-enrolled individuals; however, CHE services are reserved for Monterey County residents who are unsheltered.

Total Agreement: \$98,678.00

Agreement ID: University Corporation at Monterey Bay

Term: January 1, 2021 – February 28, 2021

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3. Grant Objective and Goals

The grant objective is to support the operation of the Chinatown Wellness Center featuring direct medical and mental health services, outreach, and education to eligible persons in need, housing support services, links to other homeless support services and providers. A further objective is to further CSUMB's community engagement through MSW field practicum and Department of Nursing community service activities in the CHE "community classroom" setting. The Health Department's Whole Person Care staff, CSUMB academic staff, and CHE staff will work together to create the CHE as a valued and lasting integration of mutual objectives.

Grant goals include:

- Maintaining operations of CHE to meet medical, mental health, support services, and educational functions;
- Maintaining a management and operational structure to provide seamless and comprehensive case management services;
- Maintaining a staffing plan and staff management systems to provide quality services;
- Designing and implementing financial stability plan to assure reliable continuance of services beyond 2021;

4. Scope of Work:

CONTRACTOR shall establish and maintain operations of the CHE in a manner to support direct medical and mental health services, outreach, and education to eligible persons in need, housing support services, and links to other homeless support services and providers. Within CHE operations, CONTRACTOR shall provide CSUMB with opportunity for community engagement through MSW field practicum and Department of Nursing community service activities in the CHE "community classroom" setting. In partnership, CONTRACTOR shall work in collaboration with County Health Department's Whole Person Care staff and CSUMB academic staff to create the CHE as a valued and lasting integration of mutual objectives.

As to physician services, CSUMB will recruit up to three physicians, practicing under their own licenses, to practice pro bono up to 1.5 hours weekly. Typically, onsite physicians will provide wound care, primary health diagnosis, diabetic foot care, plus diagnoses and referral to primary care and specialty clinics. At least one of these physicians will be invited to sit on the CHE Advisory Board.

Other anticipated site medical/mental health and social services staff may include:

- Up to **four (4) Master of Sciences Physician Assistant (MSPA) students**, each working up to **4 hours per academic month**, and conducting approximately **20 appointments** during that time. Specific duties will include taking vital signs (BP, pulse, weight, height, BMI) as part of the health screening, taking a complete medical history, performing a problem-oriented physical examination, performing wound care and diabetic foot care, managing patient diabetic and hypertension medications, managing acute illnesses, performing minor surgical office procedures, developing a differential diagnosis list, and developing a treatment management plan. CSUMB MSPA students will be monitored and observed closely by their respective field instructor at least 1 hour per week.
- Up to **four (4) CSUMB Nursing students (BSN)** working a total of about **16 hours per academic week** will provide approximately **80 appointments** per month. Specific duties will

Total Agreement: \$98,678.00

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include conducting health assessments, coordinating care, and connecting clients to health services, The Interim Chair of the CSUMB Nursing Department will participate on the CHE advisory board. CSUMB Nursing students will be monitored and observed closely by their respective field instructor at least 1 hour per week.

- Up to **four (4) CSUMB Public Health undergraduates** working a total of about **16 hours per academic week** will provide approximately **40 appointments** per month and **6 groups per month**. Specific duties will include providing several ancillary, evidence-based health education and coaching modalities to accompany the walk-in health assessment and mental health consultations. We anticipate including movement and physical activity sessions (Tai Chi, Yoga) and mindfulness training (meditation).
- For about **four (4) hours a week**, with **eight (8) appointments per month**, we anticipate providing alternative pain management services such as non-evasive chair massages, acupuncture, and acupressure services, through an MOU with a pro bono provider.
- Up to **four (4) CSUMB Master of Social Work (MSW)** students and **one (1) onsite Licensed Clinical Social Worker** will provide about **66 hours per academic week** and about **30 appointments** per month. Specific duties will include providing individual and group counseling (anxiety, stress, depression, tobacco, alcohol, substance use, and trauma informed care or sexual assault victims). Clients with severe mental health challenges and substance use disorders will be referred to appropriate service agencies. MSW students will be monitored and observed closely by their respective field instructor at least 1 hour per week.
- We anticipate having an HIV/AIDs counselor onsite up to **4 hours per week**, providing approximately **20 appointments** per month. Under a formal MOU, the counselor will provide HIV/AIDs education, and counseling.

5. CONTRACTOR shall provide the following documents.

CHE Facility documents:

- A. Work with MidPen Housing and space planner to design 2,240 square feet of leased space at 22 Soledad Street, Salinas, California 93901, that be open Monday through Friday from 9:00 am to 5:00 pm. and on occasional weekends for special events.
- B. Equip space with office and visitor furnishings, computers, and monitors; locking file cabinets and desks; conference and classroom setups; medical assessment and treatment rooms; and other amenities needed to fulfil the program objectives. Some equipment and furnishings will be previously owned and moved from nearby locations.

CHE Operations documents:

- A. Operate the CHE according to CHE Management and Operational practices described in the deliverables described below.
- B. Hire and maintain qualified staff who practice HIPAA compliance.
- C. Appropriate and maintain equipment and supplies to efficiently and effectively operate the CHE.

CHE Management documents:

- A. Management structures shall consist of creating administrative guidelines; mission, vision, and goal statements; organizational charts; budgeting and accounting guidelines; and Advisory Board responsibilities and rules and public meetings with representation by invested partners and clients;
- B. Management structures shall also consist of creating policies and procedures; program descriptions, program evaluation plans; HIPAA training and procedures adoption, website presence and ongoing updating, client case management record storage systems and procedures; operational and reporting IT systems; purchasing procedures; standard contracting and memorandum of understanding formats.
- C. Program evaluation plans that shall consist of process and outcome measures, as appropriate.

CHE Staffing plan and staff management documents:

- A. Staffing plan shall consist of creating job descriptions, staff classifications, and salary schedules to support the functions described herein.
- B. Staff management systems shall consist of creating employee scheduling plan; payroll reporting; personnel manual describing benefits, employment, health and safety, reimbursements; staff professional development; recruitment and hiring; and mediation.

CHE Financial stability planning documents:

- A. Create annual budgets and monthly financial reports in accord with standard accounting practices; develop three-year and five-year financial plans.
- B. Develop sustainability plans that identify a mix of funding sources including but not limited to public and private grants, fees for services, and potential revenue-generating sub-leasing.

6. Tasks and Responsibilities

CONTRACTOR will be engaged in services Monday through Friday, from approximately 9:00 am to 5:00 pm, for a total of 40 hours per week. CONTRACTOR may also support occasional special events on weekends.

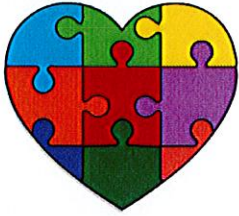
CONTRACTOR will attend monthly WPC Social and Clinical partner meetings conducted by Monterey County Health Department and held at 1270 Natividad Road, Salinas, California to stay informed of the activities of WPC partners.

CONTRACTOR will engage in a lease agreement for 2,240 square feet of ground floor space at 22 Soledad Street, Salinas, California 93901, for a minimum of five (5) years tenancy. The CHE will occupy space designed with a lobby, intake area, treatment rooms, medical lab, classroom, and business offices. Functions will include health assessment, treatment, and referral; coordination with WPC case management teams (who will also occupy space within the CHE), patient/client referrals to comprehensive and specialty clinical care, behavioral health services, and substance use treatment, along with the current education programs and referrals to housing support/placement services, and social services. The University Corporation will provide WPC Public Health Nurse Case Managers with a private office to use when working with Chinatown enrollees and potential enrollees. The CHE has already developed Memoranda of Understanding with a number of human services and housing providers for mutual referral and connections.

CONTRACTOR will conduct all functions at the Chinatown Wellness Center in HIPAA compliance with the Standards for Privacy of Individually Identifiable Health Information, 45 Code of Federal Regulations (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"). CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR. CONTRACTOR shall be committed to complying with the California Confidentiality of Medical Information Act, Ca. Civil Code §§ 56 et seq. ("CMIA"), where applicable. CONTRACTOR acknowledges that the CMIA prohibits CONTRACTOR from further disclosing the Protected Health Information (PHI) it receives from Covered Entity where such disclosure would be violative 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 Protected Health Information (PHI), and, when applicable, Electronic Protected Health Information ("E PHI"), shall be handled. CONTRACTOR 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.

6. Reporting

- A.** CONTRACTOR will provide monthly progress reports to the WPC program manager via email using a reporting form provided by County. Progress reports are due on or before 4 pm on the 10th of each month for the preceding month. If the date falls on the weekend, the progress report will be due on the following business day.
- B.** CSUMB must provide a client-signed and dated WPC enrollment and consent to share for every client served by the CHE. WPC Enrollment and Consent to Share Forms are attached as pages 6 and 7 of this Exhibit A.
- C.** A CHE evaluation plan pertaining to this agreement shall be submitted to County WPC program manager for approval prior to the first monthly progress report. Changes made to the CHE evaluation plan shall be made with the approval of the County WPC program manager. Monthly progress reports shall reflect the approved evaluation plan.



WHOLE PERSON CARE

M O N T E R E Y C O U N T Y

Physical Wellness • Behavioral Health • Social Services

Agreement to Receive Services funded through Whole Person Care Complete and sign both sides and FAX to (831) 796-8511

I understand that if I am eligible and provide my consent by signing below, I may voluntarily participate in programs and services provided through Whole Person Care Pilot (WPC) funding.

I understand that housing supports include referrals and appointment setting for housing education, preparation, intake, counseling, and other supports to apply for permanent housing. I understand that social services include referrals and appointment setting with the Monterey County Department of Social Services to determine your eligibility for government supports. I understand that medical/mental health assessments, social supports, and treatment may be available to me through the organizations listed on the following page.

I understand that the services provided to me are confidential and that my privacy is protected under state and federal laws that limit how information about myself may be used. I understand that the WPC program routinely performs certain administrative activities, including review of outcomes and quality oversight by WPC administrative staff that oversees the management of the program.

I understand that I can immediately discontinue this program at any time, either verbally or in writing; if I do this in writing I can submit my revocation to Monterey County Health Department, WPC Program Manager, 1270 Natividad Road, Salinas, Ca 93906.

My signature below indicates that I have read and understand the information provided to me in this form.

Signature: _____ Date: _____
(enrollee or legal representative)

Print Name: _____

If signed by a person other than the enrollee, indicate relationship: _____

Unless revoked sooner, this authorization expires one year from the date of signature above.



WHOLE PERSON CARE

M O N T E R E Y C O U N T Y

Physical Wellness • Behavioral Health • Social Services

**Authorization to Use, Disclose, or Exchange
Limited Personally Identifiable Information
Complete and sign both sides and FAX to (831) 796-8511**

By voluntarily completing this document I authorize the use, disclosure, and exchange of my limited PERSONALLY IDENTIFIABLE INFORMATION for the purpose of participating in services funded through the Monterey County Health Department Whole Person Care Pilot (WPC) Program.

I understand that participation is dependent on my authorization of the use, disclosure, or exchange of my **first and last name, birthdate, and Medi-Cal Number**, as is required by the Department of Health Care Services, which is the WPC program funder.

I understand that I will receive a copy of this authorization form.

Name of enrollee: _____

Birth Date: _____ **Medi-Cal Number** _____

I hereby authorize Monterey County Whole Person Care Program to use, disclose, or exchange my legal name, birth date, and Medi-Cal number, as required by program funder, with the entities specifically named directly below:

• California Department of Health Care Services	• CHISPA Housing
• Housing Authority for Monterey County	• MidPen Housing
• Central California Center for Independent Living	• Chinatown Health Engagement Center
• Franciscan Workers of Junipero Serra	• Community Homeless Solutions

Signature: _____ **Date:** _____
(enrollee or legal representative)

Print Name: _____

If signed by a person other than the enrollee, indicate relationship: _____

Unless revoked sooner, this authorization expires one year from the date listed above.

Exhibit B: Payment and Billing Provisions

1. Payment Type:

A. Cost reimbursement related to staffing, taxes, benefits, and ongoing operations will be paid on monthly invoices up to and including the month of February 2021, with a total not-to-exceed obligation of \$99,678.00

2. **Payment Authorization for Services:** The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

3. Payment Conditions:

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit invoices in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health. Specifically, **all invoices must be accompanied by a general ledger report indicating all Salaries, Wages, and Fringe benefits, all Operating expenses including rentals, leases, supplies, and services, taxes, fees, and all Indirect Costs.**

B. CONTRACTOR shall submit monthly invoices on a Cost Reimbursement Invoice Form provided as Exhibit D, to this Agreement, along with backup documentation **specified in 3.A. above**, on a monthly basis. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

B. CONTRACTOR shall submit via email a monthly claim using Exhibit D, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: Joe Ripley, RipleyJL@co.monterey.ca.us

C. CONTRACTOR shall submit all invoices for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.

- D. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- E. COUNTY shall review and certify CONTRACTOR'S invoices either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified invoice to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- F. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit an invoice for payment, or COUNTY may make corrective accounting transactions.
- G. 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) calendar 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.

Exhibit C: Budget and Maximum Obligation of the County**1. Budget**

Budget Category	Description	Amount (3 years)
PERSONNEL	Project Director: Kai Martinez (approx. 20% FTE) Maria Gurrola (app. 13% FTE) Program Coordinator (25% FTE) Case Manager (100% FTE @ \$30/hr.) Case Manager (6 mo.) (50% FTE@\$30/hr.) Case Manager (6 mo.) (50% FTE@\$30/hr.) Office Manager (55% FTE) IT staff (40% FTE)	\$3,110.17 \$3,365.33 \$3,575.83 \$10,400.00 \$0.00 \$0.00 \$4,194.67 \$3,189.33
FRINGE BENEFITS	Varies by individual	\$16,566.33
TRAVEL	Mileage and travel to CSWE conference	\$0.00
SUPPLIES	Office and exam room supplies	\$0.00
OTHER	Medical Practice Software Utilities, telephone, signage Biomedical waste management pick-up Computer maintenance and software Rent/common usage fee	\$0.00 \$600.00 \$0.00 \$0.00 \$2,464.00
	TOTAL DIRECT COSTS	\$47,465.67
	INDIRECT COSTS @ 5%	\$2,373.28
	TOTAL COSTS	\$49,838.95

Total Agreement: \$99,678.00
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2. Maximum Obligation of the County

Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$99,678.00** for services rendered under this Agreement.

Fiscal Year (July to June)	# of Units	Billable per Month	Total FY
FY 2020-21 (Jan-Feb)	2 months	\$49,839.00	\$99,678.00
TOTAL AGREEMENT MAXIMUM LIABILITY			\$99,678.00

If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

3. Billing and Payment Limitations

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, and billing system data.

4. Authority to Act for the County

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

Exhibit D: Cost Reimbursement Form**Example of Cost Reimbursement Form:**

EXHIBIT D: CWC COST REIMBURSEMENT INVOICE FORM Monterey County Health Department, Administration Bureau						
		Invoice Number:				
Contractor:	University Corporation at Monterey Bay					
Address Line 1		County PONo:				
Address Line 2		Invoice Period:				
Tel. No.:						
Fax No.:						
Contract Term:	01/01/2021 through 02/28/21	(Check if Yes)		<input type="checkbox"/>		
Service Description	Rates of Payment	Total Contract Amount FY	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
TOTALS						
<p>I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract claims that are maintained in our office at the services and claims represented in this invoice are available upon request.</p>						
Signature: _____		Date: _____				
Title: _____		Telephone: _____				
Email to: Joe Ripley, Finance Manager, at RipleyJL@co.monterey.ca.us		Authorization for Payment			_____	
		Authorized Signatory			Date	

NOTE: All invoices must be accompanied by a general ledger report indicating all Salaries, Wages, and Fringe benefits, all Operating expenses including rentals, leases, supplies, and services, taxes, fees, and all Indirect Costs.