

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:
Housing Resource Center of Monterey County _____,
(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 provide permanent housing placement and on-going housing subsidy payments for eligible Proposition 47 clients.

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: \$ 968,759.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from June 9, 2020 to February 28, 2023, 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: B. Confidentiality of Patient Information
C. Assurance of Compliance with Section 504 of the Rehabilitation Act
D. Business Associate Agreement

Housing Resource Center
FY 2019-23

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

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

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

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

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

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit 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.

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: Elsa Jimenez, MPH Director, Monterey County HD	FOR CONTRACTOR: Jess R. Gutierrez, Interim Executive Director
Name and Title 1270 Natividad Rd. Salinas, CA 93906	Name and Title 201 A John Street Salinas, CA 93901
Address 831-755-4526	Address 831-424-9186
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.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: John Pae
County Counsel

Date: 5/4/2020

Approved as to Fiscal Provisions²

By: B. Mason
Auditor/Controller

Date: 5/5/2020

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Housing Resource Center

Contractor's Business Name^a

By: [Signature]
(Signature of Chair, President, or Vice-President) *

Jess R Gutierrez, Interim Executive Director
Name and Title

Date: 4/15/2020

By: [Signature]
(Signature of Secretary, Asst. Secretary, CEO, Treasurer or Asst. Treasurer) *

Lisa Berkeley, Secretary
Name and Title

Date: 15 April 2020

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.

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

EXHIBIT A: PART 1: SCOPE OF SERVICES

HOUSING RESOURCE CENTER (HRC) OF MONTEREY COUNTY

IDENTIFICATION OF PROVIDER

Housing Resource Center of Monterey County
Jess R. Gutierrez, Interim Executive Director
201 A John St Salinas, CA 93901
Phone: (831) 424-9186 Fax: (831) 424-9187
ed@hrcmc.org

BACKGROUND

Housing Resource Center provides administrative and long-term housing subsidy funding including housing case management, program housing search, placement support, and rental subsidies for eligible Monterey County residents.

PROGRAM NARRATIVE

CONTRACTOR shall provide staff and services to perform intake, case management, housing assessment, housing search, placement, and on-going housing subsidy payments for up to 10 eligible Proposition 47 clients and their families per year.

PROGRAM GOALS (Per Fiscal Year):

1. Provide long-term permanent housing and housing navigation services to support and place 10 eligible Proposition 47 clients and their families into permanent housing.
2. 75% of all referred clients are scheduled to attend an intake and assessment within five (5) working days of CONTRACTOR receiving the client referral from MCBHB or Sun Street Centers.
3. 50% of all clients who attend and successfully complete the intake and assessment and fully participate in program's services are placed in safe, clean, and affordable permanent housing within twelve (12) weeks of their intake and assessment appointment.
4. A minimum of 75% of clients placed in permanent housing shall be South County residents.

**Changes to program goals shall be at the discretion of the designated Prop 47 Project Director.*

SERVICES TO BE PROVIDED

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

1. Administration
 - a. Provide programmatic oversight of CONTRACTOR staff responsibilities and deliverables as provided under this Agreement.
 - b. Monitor the programs through established processes and in compliance with applicable city, county, state, federal and Board of State Community Corrections (BSCC) regulations as provided by the Proposition 47 Project Director.
 - c. Hold regularly scheduled case review meetings, no less than monthly, with internal program and COUNTY staff to review active cases and ensure adequate program operations.

- d. Invite COUNTY partners to attend the regularly scheduled case review meetings.
- e. Respond to deficiencies in meeting any service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.
 - i. Identification and response shall be captured in written communication.
 - ii. Corrective actions shall be agreed upon by both parties.
 - iii. Corrective actions shall be implemented as soon as deemed possible by both parties.
- f. Ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes. Participate in regularly held Prop 47 Stakeholder meetings and Provider meetings as required by the Bureau of State and Community Corrections (BSCC).
- g. CONTRACTOR shall comply with the Board of State Community Corrections (BSCC) Project access and program records requirements including ensuring that the COUNTY and BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the project period.

2. Tracking & Reporting

- a. Maintain an ongoing and accurate secure program database that includes at minimum the C-IV Client Identification Number, C-IV Case Number, Client Last Name, Client First Name, Housing Program, Date of Referral, Program Start Date, Program End Date, Final Outcome, Comments, and Monthly Progress Updates.
- b. Provide a monthly electronic copy of the data report to COUNTY Contract Monitor by the 10th day of the month following the month in which services were performed using secure email.
- c. Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.
- d. Individual participant demographic data will be collected and tracked for each participant from referral to discharge. Collected data shall include date of entry, services received, outcome of service delivery, related participant expenditures and follow-up services.

3. Intake & Assessment

- a. Accept client referrals provided by the COUNTY and within three (3) business days using secure electronic mail confirm receipt of the referral, Case Manager assigned, and the date the client is scheduled to attend an intake and assessment or information that an attempt to reach the client has been made.
- b. Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.
- c. Schedule newly referred clients to attend a comprehensive intake and assessment within five (5) days of receiving a client referral from COUNTY barring the client's unavailability.

- d. Provide emergency intake and assessments as requested by COUNTY to serve clients that require immediate shelter and are “homeless.” People can be categorized as homeless if they are: living on the streets; moving between temporary shelters, including houses of friends, family and emergency accommodation; living in private boarding houses without a private bathroom and/or security of tenure.
 - i. All ad-hoc intake and assessments shall be provided within two (2) business days of receiving a request from COUNTY.
- e. Develop, maintain, and provide program participant rules and expectations to each referred client during the comprehensive intake and assessment process.
- f. Ensure that each comprehensive intake and assessment includes, but is not limited to:
 - i. A formal contact (in person, phone call, email, or letter) with the client to schedule and confirm the intake and assessment within two (2) days of receiving the referral from COUNTY.
 - ii. The formal contact shall include a list of verification items the client is required to bring to their intake and assessment appointment.
 - iii. Completion of Release of Information Form if not provided at time of COUNTY referral.
 - iv. One (1) additional formal contact (in person, phone call, email or letter) to remind the client about the appointment and the verification items required.
 - v. A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the client about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the client may be eligible for, and an opportunity for the client to discuss any concerns they have prior to beginning the comprehensive intake and assessment.
 - vi. Verbal and written instructions for completion of CONTRACTOR’S program application materials.
 - vii. Delivery and discussion of the program participant rules and expectations.
 - viii. A thorough family assessment to determine the family size and housing needs to include, but not limited to, housing size, number of bedrooms required, number of bathrooms required, living space required, food preparation space required, and any additional special circumstances (disabilities, dependencies, or special requirements the family may have).
 - ix. A thorough financial assessment to include a comparison of all available family income and expenses.
 - x. Development of a thorough budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses. CONTRACTOR shall encourage clients to pay for as much of their own housing as possible.
 - xi. Development of a thorough housing plan to include hours for weekly housing search, short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours, and permanent housing placement.
 - xii. Completion of applications for available local low-income housing and housing lists to include, but not be limited to, Housing Authority (HA)

Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo del Mar, Homeward Bound, and Sun Street Centers.

- xiii. Discussion and identification of the local areas where housing is available and affordable along with a determination of where the client desires to live. The discussion shall include access to and availability of childcare, the educational needs of school aged children, employment and activity needs of adults, and general public safety concerns for the areas.
- xiv. Delivery and discussion of a thorough list of addresses and contact information for landlords affiliated with CONTRACTOR that have housing available in the area, have agreed to work with program clients, and have housing that the client both desires and can afford.
- xv. Delivery and discussion of housing search forms used by CONTRACTOR to include written instructions for how the form is to be completed, how often and on what days the form is required to be provided, and what happens if the form is not completed and provided timely.
- xvi. A discussion accompanied with written instructions detailing when the client's next appointment with CONTRACTOR will be, what the client is expected to do between the current appointment and the next appointment, and who at the CONTRACTOR agency the client can contact if they need assistance.

4. Housing Placement

- a. Identify, pay for, and place clients who have been referred to, and attended, intake and assessment and have complied with program rules and expectations, and their housing plan, in safe, clean, affordable, and desirable fully or partially subsidized permanent housing within twelve (12) weeks of completing the intake and assessment appointment.
- b. Ensure the permanent subsidized housing meets minimum state and federal housing regulations or is approved by the COUNTY.
- c. Ensure that permanent housing, and additional fees such as application fees, utilities, basic furniture and appliances (beds, refrigerator, oven or microwave), and security deposit are secured and paid for continually and consecutively, as required, on a month-to-month basis.
 - i. Permanent shelter subsidies shall be discontinued when it is determined that the client can afford full monthly permanent housing and utility costs, the client's case is closed, or after six (6) months, whichever occurs first.
 - ii. An extension of permanent housing payments may be provided beyond six (6) months, on a case-by-case basis, only if approved by the COUNTY.
- d. Require each client to agree to and sign a formal budget agreement between the client and CONTRACTOR detailing the permanent housing subsidy arrangement amount, period, and instructions for the client to comply with their housing plan.
 - i. Compliance with the housing plan is determined by participation with program requirements and expectations.
 - ii. Ensure that each budget requires the client to pay a portion of the monthly rental amount. The portion shall gradually increase over time

- to ensure the client is able to pay the full rent amount before the end of the permanent housing subsidy period.
- e. Record and report each client's intake and assessment date, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued, and the projected date for which subsidized permanent housing payments are expected to end in the service provider's secure program database
 - f. Serve as each referred client's permanent housing advocate and provide coordination services between clients and current and prospective permanent housing landlords.
 - i. This includes providing the landlords with information about CONTRACTOR's services.
 - g. Establish trust and confidence between the landlord, the client, and CONTRACTOR.
 - i. This also includes: the identification of available housing that meets the client's basic housing needs, obtaining and assisting the client with completing housing application forms and fees, assistance with submission of housing applications and communication with landlords regarding the application and CONTRACTOR's service, conducting a thorough housing inspection with the client to ensure permanent housing is clean, safe, affordable, and in a location acceptable to the client, processing and issuance of approved monthly permanent housing subsidies, reporting of all client housing issues and concerns to COUNTY, and serving as a reference for future permanent housing opportunities.
 - h. Identify and develop a network of Monterey County permanent housing landlords, service providers, and programs that work with low-income families to include but not be limited to: Housing Authority, Door to Hope, Community Homeless Solutions, Pueblo del Mar, and Homeward Bound. Connect referred clients to these landlords, service providers and programs by providing a warm handoff via in person introductions or three-way phone conversations between CONTRACTOR, the client, and the low-income service provider(s) identified.
 - i. Inform COUNTY of cases being closed by clearly documenting the reasons for closure in services database and completing the Case Closure Form) and sending it to the COUNTY Program Contact using secure e-mail within seven (7) days of the actual closure date.
 - j. Complete and mail a formal Case Closure Letter including specific reasons unsatisfactory participation was indicated to the client's last known address and provide a copy to COUNTY with the Case Closure Form for Proposition 47 Cohort-2 Program referred clients who do not successfully complete either the intake and assessment process or do not participate in the program plan.
 - k. Ensure that clients not participating in program services are provided a minimum of three (3) opportunities to comply before their case is closed.
 - l. Complete and send a formal Case Denial Letter to COUNTY Program Contact indicating the specific reasons, behaviors, and violations that indicate that additional program services would not be appropriate for re-referred Proposition 47 Cohort-2 Program clients who have been unsuccessful in previous

Proposition 47 Cohort-2 Program services or have engaged in serious program violations.

5. Subsidized Housing List Development

- a. Identify, develop, and maintain an accurate list of at least twenty (20) currently available subsidized housing locations that will work with CONTRACTOR to support the placement of up to ten (10) referred families per year.
- b. Update the housing list weekly and new listings shall be added to replace listings that are removed or no longer available.
 - i. The listing shall include subsidized housing sites accessible to clients living in South County (including, but not limited to, Gonzales, Soledad, King City, Bradley, Parkfield, Lockwood, and San Lucas).
- c. Develop and maintain sufficient subsidized housing sites to ensure each referred client is placed within twelve (12) weeks of completing the intake and assessment.
- d. Ensure that new subsidized housing sites are added to the list as needed to satisfy the number of referrals and time requirements outlined in this Agreement.
- e. Serve as the liaison to landlords and subsidized housing site contacts for each subsidized housing site developed. This includes, but is not limited to:
 - i. Providing each landlord/site contact with training on the program in regard to subsidized payment agreements, the client's HRC housing plan, how subsidized payments are approved, CONTRACTOR'S expectations for the client and landlord/site contact, and the requirement for landlord/site contacts to report timely any issues related to the client that may result in eviction or termination of a subsidized permanent housing arrangement.
 - ii. Respond to landlord/site contact inquiries within forty-eight (48) hours.
- f. Ensure regular monthly contact is made with each landlord/site contact on the CONTRACTOR'S subsidized housing list to ensure listed housing is still available and landlord/site contact are ready to receive referred clients for placement.

6. Program Staff

- a. Housing Program Manager
 - i. Provide one (.1) FTE Housing Program Manager to supervise Program Staff and ensure daily compliance with the administrative and operational requirements detailed in this Agreement.
 - ii. The Housing Program Manager shall be the primary point of contact for regular programmatic service information.
 - a) For BH Proposition 47 Cohort-2 Program, the Housing Program Manager shall communicate regularly with the COUNTY Proposition 47 Project Director and Day-to-Day staff member.
 - ii. The Housing Program Manager shall be trained and qualified to carry out the role and responsibility of each program staff position should additional program support be needed in that position, especially in the support of the Housing Case Manager and Housing Specialist positions.
- b. Housing Case Manager
 - i. Provide one (.5) FTE Housing Case Manager for intensive case management services related to the program detailed in this Agreement.

- ii. The Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred client per Section 3 Intake and Assessment.
- iii. Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.
 - a) The COUNTY may prioritize a referral as an emergency that supersedes providing program services to other COUNTY referred clients.
 - b) If unable to provide same-day intake and assessment for an emergency referral, ensure the Housing Program Manager contacts the COUNTY to discuss the limitation(s) and reason(s).
- iv. Ensure permanent subsidized housing arrangements are made per the housing placement section above.
- v. Ensure weekly contact is made and recorded with each COUNTY referred client during the first four (4) weeks of subsidized housing placement.
- vi. Ensure monthly contact is made and recorded with each COUNTY referred client participating and complying with their housing plan.
- vii. Ensure each client contact is used to determine the clients' needs, satisfaction with their subsidized temporary/permanent housing placement, and progress toward their housing plan.
- viii. Ensure that an electronic copy of each Weekly Housing Coordination Report is sent using secure electronic mail to the COUNTY Program Monitor
- ix. Ensure that each subsidized permanent subsidized housing arrangement is safe, clean, affordable, and desired by the client.
- x. Ensure that clients with limited means of transportation are provided priority for subsidized housing placement close to their desired location (i.e. child's school or parent's work).
- xi. Immediately report to the COUNTY, within one (1) business day, if the client misses the intake and assessment or a scheduled appointment. This report shall be made in writing using secure electronic mail.
 - a) The COUNTY shall assist in obtaining additional contact information and supporting the client's completion of the intake and assessment as needed.
- xii. Make a minimum of three (3) attempts to contact a client that misses a scheduled intake and assessment or appointment during the scheduled appointment time.
 - a) Reschedule clients that respond to the contact attempts to attend the appointment within three (3) days of the successful contact.
- xiii. Provide support to COUNTY referred clients to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly case management.
- xiv. Provide bi-lingual (English-Spanish) case management services either directly or through the use of a translator.
- xv. Identify the housing barriers of each COUNTY referred client and make recommendations to the client on how to assist in removing the barriers.

- xvi. Contact each newly housed client within three (3) business days of the first day of the client's move-in date to ensure the client is satisfied and has their basic housing needs met.
- xvii. Close CONTRACTOR housing services when directed by the COUNTY and complete the Case Closure Form process.
 - a) Record the service closure on the service provider's secure program database indicating the service end date and appropriate final outcome.
- xviii. Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.
- c. Housing Specialist
 - i. Provide one (.25) FTE Housing Specialist for to assist each COUNTY referred client with permanent subsidized housing search and placement.
 - ii. The Housing Specialist position shall assist clients to transition into fully subsidized, or partially subsidized, housing based on the client's needs and budget.
 - iii. The Housing Specialist shall identify and secure subsidized permanent housing for the client within eight (8) weeks of completing the intake and assessment provided the client is in compliance with the program housing plan.
 - iv. The Housing Specialist shall provide basic housing search skills training and support to each COUNTY referred client that they are assigned.
 - v. The Housing Specialist shall work with each client to identify potential barriers to housing interviews to include but not be limited to discussing evictions and/or felonies with prospective landlords, acquiring and demonstrating proper interview clothing, language, demeanor, and attitude.
 - vi. Ensure a current and accurate subsidized housing list is developed and maintained according to the Section H.5 Subsidized Housing List Development.
- d. Program Assistant
 - i. Provide one program assistant at (.03) FTE. Program assistant will respond to referrals received from the COUNTY within three (3) business days using secure electronic mail to indicate the referral is received.
 - ii. Ensure each referred client is scheduled to attend an intake and assessment within five (5) business days of receiving the referral from the COUNTY barring client's unavailability.

I. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

I.1 Administration

- a. Provide programmatic oversight of the COUNTY responsibilities provided under this Agreement
- b. Review invoices and reports submitted by CONTRACTOR and process for payment.
- c. Communicate at a minimum within two (2) working days to:
 - i. Respond to any inquiries from CONTRACTOR regarding a referral or placement.

- ii. Share any changes in client status or circumstances that impact CONTRACTOR.
- d. Be available for monthly meetings and as needed with CONTRACTOR and/or client.
- e. Conduct a minimum of one (1) contract "mini-audit" visit to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.
- f. Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of each visit. Monitoring visits will include a review of each line item in this Agreement.

I.2 Tracking & Reporting

- a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the BSCC reporting requirements.
- b. Report to the State BSCC as required regarding Proposition 47 Cohort-2 Program expenditures and participation.
- c. Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.
- d. Monitor open cases to ensure client's continued program eligibility. If a case becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

I.3 Intake & Referral

- a. Accept referrals directly from Monterey County Behavioral Health or Sun Street Centers and verify program eligibility and indicate Program Code for fiscal claiming.
- b. Manage and monitor waiting lists as needed
- c. Make timely direct referrals to CONTRACTOR to provide housing/shelter and supportive services as outlined in this Agreement.
 - i. HRC enrolls ten (10) clients a FY and maintain and refer up to ten (10) COUNTY Proposition 47 clients each month.
- d. Submit the following referral information using secure electronic mail to CONTRACTOR on Prop 47 Cohort-2 Referral Form
 - i. Client's C-IV Case Number, Client's Last Name, Client's First Name, Client's working telephone number, Client's mailing address, original COUNTY referral date and any additional information deemed necessary and relevant by the COUNTY.
 - ii. An electronic copy of the completed Applicant's Authorization for Release of Information if applicable
 - a) For referrals in which the client has only provided verbal permission to send the program referral, CONTRACTOR shall follow-up with obtaining the ABCDM 228 upon the initial intake and assessment. No services beyond the intake shall be provided until the release form is completed.

I.4 Program Staff

- a. Provide staff and administration to ensure the duties and responsibilities of COUNTY are met, including but not limited to:
 - i. Grant Project Director
 - ii. COUNTY Analyst
 - iii. Administrative Fiscal Staff

J. DATA REPORTING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include but is not limited to all data elements reported to the Bureau of State and Community Corrections.
- J.2 Reports shall be submitted electronically using secure methods to the contract monitor no later than the 10th day of the month following the month in which services are delivered.
- J.3 Data submitted to BSCC shall be deidentified information.

PROGRAM REFERRALS

Referrals will be made by MCBHB and Sun Street Centers using a Universal Referral Form. At the onset of referral, communication between HRC Staff and the authorized referring agency will commence and remain a vital element throughout the clients' participation in program services.

ORIENTATION

Orientations to program services will be conducted on face to face basis. Orientations will provide the client with information on HRC Services as well as other Prop 47 partnership and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

ELIGIBILITY AND INITIAL ASSESSMENT

Eligibility and Initial Assessment appointments will be available within 5 working days following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may be a barrier to housing. If it is determined that the client is ready to seek permanent housing, enrollment will be conducted immediately, and a case file started.

POPULATION/CATCHMENT AREA TO BE SERVED

CONTRACTOR will provide housing resource services to local Proposition 47 adult clients (18 yrs of age and older) who:

- 1. Have been arrested, charged with, or convicted of a criminal offense
AND
- 2. Have a history of mental health issues or substance use disorders.
 - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

- 3. Reside in a South Monterey County Zip Code (currently or in the past five years)
 - 93426 Bradley
 - 93450 San Ardo
 - 93451 San Miguel

- 93925 Chualar
- 93926 Gonzales
- 93927 Greenfield
- 93928 Jolon
- 93930 King City
- 93932 Lockwood
- 93954 San Lucas

Individuals under illegal substance influence may be excluded from Program participation.

CLIENT DESCRIPTION/FINANCIAL ELIGIBILITY

All Monterey County Proposition 47 adults may receive services regardless of ability to pay or Medi-Cal eligibility.

In disbursing Permanent Housing Proposition 47 Cohort-2 funds, HRC will adhere to applicable IRS regulations and will issue all pertinent forms as may be appropriate.

LIMITATION OF SERVICE / PRIOR AUTHORIZATION

Referrals for admission to HRC Program services will be initiated by MCBHB or Sun Street Centers.

SERVICE DELIVERY SITE

Service Delivery Sites in South County:

King City Clinic
 200 Broadway, Suite 70
 King City, CA 93930
 (831) 386-6868

Gonzales Clinic
 411 Center Street
 Gonzales, CA 93926
 (831) 422-8852

REPORTING REQUIREMENTS

Outcome Data Reporting

CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Bureau of State and Community Corrections (BSCC). Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures.

DESIGNATED CONTRACT MONITOR

Lucero Robles, MSW, LCSW
Deputy Director, Access and SUD Programs
<http://www.mtyhd.org/QI/>
 (831) 796-1717

EXHIBIT A: PART 2: PAYMENT PROVISIONS

I. PAYMENT PROVISIONS

PAYMENT TYPE
Negotiated Rate (NR)

II. PAYMENT RATES

Prop 47 Housing Resource Center Budget: FY 2019-20 (June 09, 2020-June 30, 2020)	
Budget Category	Housing Assistance
Employee Services	
Case Manager	
Program Manager	
Program Assistant	
Finance Manager	
Executive Director	
Housing Specialist	\$ 17,858
Supplies and Materials	
Consumable Supplies	
Non-Consumable Supplies	\$ 200
Outside Services	
Telephone	
Utilities	
Maintenance	\$ 825
Other Charges	
HRC Rent	
Travel (Mileage)	
Insurance - non-health	\$ 3,437
Program Services	
Rental Assistance (Including Security Deposit)	\$ 49,867
Application Fees (Av. \$35/person for ten people approx. 5 times with extra funding if two adult HH)	\$ 438
Credit Check (to find evictions on record, unpaid utility, and credit score. \$26 pp with additional funding if two adult HH)	\$ 293
Evictions, Unpaid Utility Debt	\$ 12,500
HMIS Licensing	\$ 63
Total	\$ 85,479

Prop 47 Housing Resource Center Budget: FY 2020-21

Budget Category	Housing Assistance
Employee Services	
Case Manager	
Program Manager	
Program Assistant	
Finance Manager	
Executive Director	
Housing Specialist	
Supplies and Materials	
Consumable Supplies	
Non-Consumable Supplies	
Outside Services	
Telephone	
Utilities	
Maintenance	
Other Charges	
HRC Rent	
Travel (Mileage)	
Insurance - non-health	
Program Services	
Rental Assistance (Including Security Deposit)	\$ 199,466
Application Fees (Av. \$35/person for ten people approx. 5 times with extra funding if two adult HH)	\$ 1,750
Credit Check (to find evictions on record, unpaid utility, and credit score. \$26 pp with additional funding if two adult HH)	\$ 1,170
Evictions, Unpaid Utility Debt	\$ 50,000
HMIS Licensing	\$ 250
Total	\$ 341,915

Prop 47 Housing Resource Center Budget: FY 2021-22

Budget Category	Housing Assistance
Employee Services	
Case Manager	
Program Manager	
Program Assistant	
Finance Manager	
Executive Director	
Housing Specialist	
Supplies and Materials	
Consumable Supplies	
Non-Consumable Supplies	
Telephone	
Utilities	
Maintenance	
Other Charges	
HRC Rent	
Travel (Mileage)	
Insurance - non-health	
Program Services	
Rental Assistance (Including Security Deposit)	\$ 199,466
Application Fees (Av. \$35/person for ten people approx. 5 times with extra funding if two adult HH)	\$ 1,750
Credit Check (to find evictions on record, unpaid utility, and credit score. \$26 pp with additional funding if two adult HH)	\$ 1,170
Evictions, Unpaid Utility Debt	\$ 50,000
HMIS Licensing	\$ 250
Total	\$ 341,915

Prop 47 Housing Resource Center Budget: FY 2022-23

Budget Category	Housing Assistance
Employee Services	
Case Manager	
Program Manager	
Program Assistant	
Finance Manager	
Executive Director	
Housing Specialist	
Supplies and Materials	
Consumable Supplies	
Non-Consumable Supplies	
Outside Services	
Telephone	
Utilities	
Maintenance	
Other Charges	
HRC Rent	
Travel (Mileage)	
Insurance - non-health	
Program Services	
Rental Assistance (Including Security Deposit)	\$ 116,355
Application Fees (Av. \$35/person for ten people approx. 5 times with extra funding if two adult HH)	\$ 1,021
Credit Check (to find evictions on record, unpaid utility, and credit score. \$26 pp with additional funding if two adult HH)	\$ 683
Evictions, Unpaid Utility Debt	\$ 29,167
HMIS Licensing	\$ 146
Total	\$ 199,450

III. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims 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, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form as provided to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section II, above, for payment amount information to be reimbursed each fiscal period of this Agreement. 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.

CONTRACTOR shall submit via email a monthly claim using a 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 :

MCHDBHFinance@co.monterey.ca.us

- B. CONTRACTOR shall submit all claims 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.
- C. 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.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

F. 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.

IV. 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 of **\$968,759** for services rendered under this Agreement.

B. Maximum Contract Liability:

Housing Resource Center	Maximum Cost
FY 2019-20	\$ 85,479
FY 2020-21	\$ 341,915
FY 2021-22	\$ 341,915
FY 2022-23	\$ 199,450
Maximum Contract Obligation	\$968,759

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. 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.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

V. 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.

VI. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VII. 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 B:
CONFIDENTIALITY OF PATIENT INFORMATION**

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq.*, 14100.2, and 10850, *et seq.*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 *et seq.*

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.


Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of \$10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.



Signature of Authorized Representative

4/15/2020

Date

Housing Resource Center

Business Name of Contractor
Jess R. Gutierrez

Name of Authorized Representative (printed)
Interim, Executive Director

Title of Authorized Representative

EXHIBIT C: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

- A. Employs fewer than fifteen persons;
- B. Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

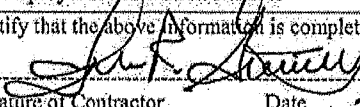
Contractor's Business Name		Housing Resource Center	
Name of Contractor's Designee		Jess R. Gutierrez	
Title of Designee		Interim, Executive Director	
Street 201 A John Street			
City Salinas		State CA	Zip 93901
IRS Employer Identification Number			
I certify that the above information is complete and correct to the best of my knowledge and belief.			
Signature of Contractor 		Date 4/15/2020	

EXHIBIT D: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”), effective **April 1, 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 **Housing Resource Center** (“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 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 PHI, and, when applicable, Electronic Protected Health Information (“EPHI”), 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:
Housing Resource Center
201 A John Street
Attn: Jess R. Gutierrez, Interim, Executive Director
Tel: (831) 424-9186

If to Covered Entity, to:
Monterey County Health Department, Behavioral Health Bureau
1270 Natividad Road, Salinas, CA 93906
Attn: Amie Miller, Psy. D, MFT, Behavioral Health Director
Tel: (831) 755-4580
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**

**[BUSINESS ASSOCIATE]
HOUSING RESOURCE CENTER**

By: _____

By:  _____

Print Name: _____

Print Name: Jess R. Gutierrez _____

Print Title: _____

Print Title: Interim, Executive Director _____

Date: _____

Date: 4/15/2020 _____

BAA- Health Department Revised 12/12/2014