

COUNTY OF MONTEREY STANDARD AGREEMENT

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

_____ (hereinafter “CONTRACTOR”).

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

1.0 GENERAL DESCRIPTION:

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

University to serve as lead evaluators for Proposition 47 Cohort IV grant-funded services in Monterey County

2.0 PAYMENT PROVISIONS:

2.1 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: \$ 750,000.00

3.0

TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 3, 2024 to June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other

- Exhibit B: Salaries and Benefits Worksheet
- Exhibit C: Activity Tracking Worksheet
- Exhibit D: Confidentiality of Patient Information
- Exhibit E: Assurance of Compliance with Section 504 of the Rehabilitation Act
- Exhibit F: CONTRACTOR Modifications to Standard Agreement

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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.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

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.

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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 coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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- 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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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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,

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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:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 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.

15.0 NOTICES:

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

| FOR COUNTY: | FOR CONTRACTOR: |
|--|---|
| Ashley English, Management Analyst III | Peggy Rueda, Sponsored Programs Officer |
| Name and Title | Name and Title |
| 168 W. Alisal St. Salinas, CA 93901 | 100 Campus Center Seaside, CA 93955 |
| Address | Address |
| (831) 755-5543 | (831) 582-4577 |
| Phone: | Phone: |

16.0 MISCELLANEOUS PROVISIONS.

16.01 **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.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

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- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.
- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.

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16.14 **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.

16.15 **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.

16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

University Corporation at Monterey Bay

Contractor/Business Name *

By:

Contracts/Purchasing Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel

By:

Signed by:
[Signature]
851F1EAB7315423
County Counsel

Date:

5/9/2025 | 11:09 AM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:
Patricia Ruiz
E79EF64E57A54F8
Auditor/Controller

Date:

5/9/2025 | 7:31 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By:

David Bolton, Risk Manager

Date:

University Corporation at Monterey Bay

Contractor/Business Name *

Signed by:
By: Cynthia E. Lopez
2E874D963D65402

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

Cynthia E. Lopez, Director of Sponsored Programs Office

Name and Title

Date: 5/7/2025 | 1:37 PM PDT

Signed by:
By: Alan Fisher
5D1281FE8D87453

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

Alan Fisher, Interim Vice President for Administration and Finance/Chief Financial Officer

Name and Title

Date: 5/8/2025 | 1:21 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

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

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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EXHIBIT A

**To Agreement by and between
Office of the Public Defender, hereinafter referred to as “County”
AND
University Corporation at Monterey Bay, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

I. SCOPE OF SERVICES

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

II. GRANT EVALUATION: DEVELOPMENT AND IMPLEMENTATION

- A. Based on the information supplied by County and other entities, CONTRACTOR will draft, revise, and provide plans and reports as described herein.
- B. CONTRACTOR will conduct its activities as directed by the Grant Project Director, or designee, in collaboration with other County staff. Activities include, but are not limited to:
 - 1. Consult and meet regularly (at minimum, bi-monthly) with County staff.
 - 2. Attend periodic meetings with County leadership.
 - 3. Attend periodic meetings with County IT/data analysts.
 - 4. Attend periodic stakeholder/provider meetings.
 - 5. Attend periodic training/orientation webinars with the Board of State and Community Corrections (BSCC).
 - 6. Attend Proposition 47 Local Advisory Committee meetings.
 - 7. Attend trainings and meetings related to evaluation activities.
 - 8. Provide an annual budget narrative summarizing any contract adjustments or requests.
 - 9. Develop data entry templates for each Proposition 47 provider.
- C. Grant Project Director may adjust the activities described in applicable work plans from time to time, and as required by County, other principal stakeholders, and the BSCC in the evaluation process, within the contracted budget amount.
- D. CONTRACTOR will perform Evaluation Development and Implementation work for the Proposition 47 grant program under the BSCC as requested by County as follows:

| | PROJECT TASKS AND DELIVERABLES | ACTIVITIES TIMELINE | DEADLINES |
|----|--|--|---|
| 1 | Research Methods & Data Collection Protocols: Collaborate with project leadership to develop data collection instruments, data collection protocols, and implementation plan according to Cohort #4 project expectations and BSCC requirements | October 3, 2024 - March 30, 2025 | March 31, 2025 |
| 2 | Local Evaluation Plan: Develop and write up LEP plan according to project expectations and BSCC requirements | October 3, 2024 - March 30, 2025 | March 31, 2025 |
| 3 | Training and Onboarding: Share data collection instruments, plan and timeline with partner agencies; conduct trainings to onboard staff responsible for data reporting | Begins prior to the onset of service delivery and continues throughout the project period on an as-needed basis. | Quarterly or as needed |
| 4 | Quarterly Data Collection and Entry Activities: Collect, compile, "clean" and enter accurate provider data into BSCC Excel template on a quarterly basis, including meeting and communicating with project staff and provider representatives as needed to ensure accurate data reporting | Preparation and meetings begin prior to the onset of service delivery and continue throughout the project period to ensure quarterly report deadlines are met. | Quarterly |
| 5 | Quarterly Reporting to BSCC: Complete and submit quarterly evaluation reports of available data from the Public Defender and project providers and upload to Sharepoint | Service Delivery Year 1: | May 15, 2025, August 15, 2025, November 15, 2025, February 15, 2026, May 15, 2026 |
| | | Service Delivery Year 2: | August 15, 2026, November 15, 2026, February 15, 2027, May 15, 2027 |
| | | Service Delivery Year 3: | August 15, 2027, November 15, 2027, February 15, 2028, May 15, 2028 |
| 6 | Annual Recidivism Data Analysis: Prepare, match, and analyze available (client, service, jail booking, and convictions recidivism) data | Preparation begins three months prior to annual recidivism data reporting deadlines. | Annually |
| 7 | Annual Recidivism Reporting to BSCC: Complete annual recidivism report using Excel template and submit via BSCC Sharepoint site | Service Delivery Year 1: | August 30, 2026 |
| | | Service Delivery Year 2: | August 30, 2027 |
| | | Service Delivery Year 3: | August 18, 2028 |
| 8 | Local Sponsor/Stakeholder Reporting: Prepare for and provide periodic summary (oral and/or PPT) reports to Prop 47 stakeholder group and Advisory Committee. | Preparation timeline TBD depending upon information requested by local sponsor. | TBD |
| 9 | Final Written Report to Sponsor and BSCC: Complete and submit Final Local Evaluation Report | Preparation begins three months prior to the final Local Evaluation Report. | June 30, 2028 |
| 10 | Final Oral Reports to Local Sponsor/Stakeholders: 1) Prepare PowerPoint or other electronic format of executive summary and highlights from Final Local Evaluation Report 2) Conduct oral presentations to Public Defender and Prop 47 Advisory Committee and one public meeting (to Monterey County Board of Supervisors) 3) Develop PDF-formatted versions for Public Defender and ICCS websites | Preparation timeline TBD depending upon information requested by local sponsor. | TBD |
| 11 | Meetings: 1) Attend training and orientation webinars from the BSCC 2) Attend monthly stakeholder/provider meetings 3) Attend periodic meetings with project leadership 4) Attend periodic meetings with IT/data analysts | Preparation timeline depends upon local sponsor needs. | TBD |

III. BSCC TERMS

- A. **Non-Discrimination Clause and Civil Rights Compliance:** During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- B. **Books and Records:** CONTRACTOR shall maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the CONTRACTOR's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.
- C. **Access to Books and Records:** Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. CONTRACTOR shall provide suitable facilities for

access, monitoring, inspection, and copying of books and records related to the grant-funded project.

- D. **Project Access:** CONTRACTOR shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff, and documents at all reasonable times during the grant period including those maintained by CONTRACTOR. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the grant period.

IV. CONFIDENTIALITY AND PROTECTED HEALTH INFORMATION (PHI)

- A. It is expected that during this work, patient information and/or PHI will NOT be provided to CONTRACTOR. Should there be a breach of such information, CONTRACTOR shall follow the Monterey County Behavioral Health Policy and Procedure #322 available online at [Monterey County Behavioral Health Policy and Procedure](#).

V. PAYMENT PROVISIONS

- A. County shall pay an amount not to exceed \$750,000 for the performance of all things necessary for or incidental to the performance of work as set forth in this Agreement. CONTRACTOR’s compensation for services rendered shall be based on the following rates and in accordance with the following terms:

| BUDGET CATEGORY | DESCRIPTION | AMOUNT |
|------------------------|-----------------------------------|---------------|
| SALARY COSTS | Varies by Individual | \$545,454 |
| BENEFITS COSTS | Varies by Individual | \$136,364 |
| | | |
| | TOTAL DIRECT COSTS | \$681,818 |
| | TOTAL INDIRECT COSTS (10%) | \$68,182 |
| | TOTAL COSTS | \$750,000 |

- B. There shall be no travel reimbursement allowed during this Agreement.
- C. CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.
- D. If, for any reason, this Agreement is cancelled, County’s maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above. With respect to survival of obligations after termination, County and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. CONTRACTOR’S BILLING PROCEDURES

- A. In order to receive payment under this Agreement, CONTRACTOR shall submit reports and claims with the following back-up documentation, at minimum:
 1. Line-item accounting of the reimbursement request, with the following line-items: Salary Costs, Benefits Costs, Indirect Costs

2. Line-item accounting of the reimbursement request by staff member, with the following line-items: Salary Costs, Benefits Costs, Indirect Costs
 3. Related payroll reports for each staff member, supporting the costs outlined in the reimbursement request
 4. Associated general ledger report
 5. Salaries and Benefits Worksheet (Exhibit B)
*Electronic Template to be Provided
 6. Timesheets for Applicable Staff
 7. Activity Tracking Worksheet for Applicable Staff (Exhibit C)
*Electronic Template to be Provided
 8. Federally approved indirect cost rate documentation, including methodology for tracking indirect costs or itemized list of costs/activities/categories to support claimed indirect costs
 9. Other accounting documents and/or backup documentation as needed and as may be required by County or the BSCC
- B. CONTRACTOR shall submit claims and supporting documentation to County for services rendered on a monthly basis, such that claims and documentation are received by County by no later than the thirtieth (30th) day of the month following the month of service. Claims and supporting documentation shall be signed by CONTRACTOR and submitted monthly via email to:

EnglishAE@countyofmonterey.gov

- C. 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.
- D. 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 is through no fault of CONTRACTOR.
- E. 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. County shall then submit such certified claim to the County Auditor-Controller. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- F. The County shall have the right to adjust claims based on data and information that may include, but is not limited to, County's remittance advices and billing system data.
- G. 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.

- H. If County certifies payment at a lesser amount than the amount requested, County shall immediately notify 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.
- I. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement, the County may, at its sole discretion, deny payment for that month of service and disallow the claim.
- J. County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.
- K. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- L. CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by the State of California which may in any way impact the provisions or funding of this Agreement, including, but not limited to, those contained in the State's Budget Act.
- B. This Agreement shall be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way impact 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 that 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 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 be reduced or terminated.

EXHIBIT B

PROPOSITION 47 COHORT IV
Salaries and Benefits Worksheet

AGENCY: _____

PERIOD OF SERVICE: _____
Month/Year/Period

| Employee Name (Last, First) | Employee Title | Employee Type: Hourly (H) or Salary (S) | Base Pay Rate: Amount Per Hour or Amount Per Month | # of Hours Worked or % FTE Worked (Actuals) | Total Claimed Base Pay | Benefits Rate (%) | Total Claimed Benefits | Total Claimed Compensation |
|-----------------------------|----------------|---|--|--|------------------------|----------------------|------------------------|-------------------------------|
| | | | \$ - | | \$ - | | \$ - | \$ - |
| | | | \$ - | | \$ - | | \$ - | \$ - |
| | | | \$ - | | \$ - | | \$ - | \$ - |
| | | | \$ - | | \$ - | | \$ - | \$ - |
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| | | | \$ - | | \$ - | | \$ - | \$ - |
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| | | | \$ - | | \$ - | | \$ - | \$ - |
| | | | \$ - | | \$ - | | \$ - | \$ - |
| | | | \$ - | | \$ - | | \$ - | \$ - |
| | | | | TOTALS: | N/A | \$ - | N/A | \$ - |

PREPARED BY: _____

TITLE: _____

DATE: _____

APPROVED BY: _____

TITLE: _____

DATE: _____

**EXHIBIT D:
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.

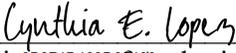
Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose 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.

Signed by:


Signature of Authorized Representative
5/7/2025 | 1:37 PM PDT

Date

University Corporation at Monterey
Bay
Business Name of Contractor

Cynthia E Lopez

Name of Authorized Representative (printed)
Director, Sponsored Programs Office

Title of Authorized Representative

EXHIBIT E: 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.

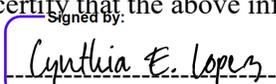
| | | | |
|--|--|--|-----------|
| Contractor's Business Name | | University Corporation at Monterey Bay | |
| Name of Contractor's Designee | | Cynthia E Lopez | |
| Title of Designee | | Director, Sponsored Programs Office | |
| Street 100 Campus Center | | | |
| City Seaside | | State CA | Zip 93955 |
| IRS Employer Identification Number | | 77-0387459 | |
| I certify that the above information is complete and correct to the best of my knowledge and belief. | | | |
| Signed by:  2B874D463D65403 | | Date 5/7/2025 1:37 PM PDT | |
| ----- Signature of Contractor | | | |

EXHIBIT F
CONTRACTOR MODIFICATIONS TO STANDARD AGREEMENT

7.0 TERMINATION shall add the following language:

CONTRACTOR may terminate this Agreement by giving written notice of termination to the County at least sixty (60) 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. CONTRACTOR shall be entitled to reimbursement for all non-cancelable obligations incurred prior to the effective date of termination.

10.0 RECORDS AND CONFIDENTIALITY, Subsection 10.5 Royalties and Inventions shall be modified to read as follows:

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall provide County any materials developed under this Agreement for review and comment prior to publication without limiting CONTRACTOR's right to publish said material.